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ORIGINAL

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

NORTHLAND INSURANCE COMPANY  
Plaintiff

v.

No. 1:01-CV-763

LINCOLN GENERAL INSURANCE COMPANY,  
J.H.M. ENTERPRISES, INC., VERNICE  
L. STATTS, ROBERT E. KRAPF and  
UTE L. HETLAND CLARK, as  
Administrators of the Estate of  
Karin Clifford and ROBERT E. KRAPF  
and PATRICIA R. CLIFFORD, as  
Administrators of the Estate of  
Robert R. Clifford, SHERRILL J.  
MULLIGAN, DENIS A MULLIGAN  
Defendants

FILED  
HARRISBURG

AUG 2 2001

MARY E. D'ANDEA, CLERK  
Per 5/8  
(JUDGE KANE) DEPUTY CLERK

**DEFENDANT LINCOLN GENERAL INSURANCE COMPANY'S ANSWER WITH  
AFFIRMATIVE DEFENSES TO THE COMPLAINT, AND CROSS-CLAIM AGAINST  
J.H.M ENTERPRISES, INC. AND VERNICE L. STATTS  
AND COUNTERCLAIM AGAINST NORTHLAND INSURANCE COMPANY**

AND NOW COMES, Defendant Lincoln General Insurance Company,  
("Lincoln General"), by and through its attorneys, McNees,  
Wallace & Nurick, and makes the following Answer with Affirmative  
Defenses to the Complaint, and cross-claim against J.H.M.  
Enterprises, Inc. ("JHM") and Vernice L. Statts ("Statts), and  
Counterclaim against Northland Insurance Company ("Northland").

**THE PARTIES AND JURISDICTION**

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.

9. Admitted that the United States District Court for the Middle District of Pennsylvania is the appropriate forum for this action.

**GENERAL ALLEGATIONS**

10. Denied. It is denied that Statts was an employee of JHM. Prior to November 17, 1995, Statts and JHM had entered into an agreement whereby JHM agreed to sell the 1979 Freightliner to Statts. As of November 17, 1995, JHM was treating Statts as an Owner-Operator of the 1979 Freightliner, and treating Statts as a leased driver. Plaintiff's averment that Statts was an agent of JHM is a conclusion of law which requires no response.

11. Denied. The 1979 Freightliner was permanently leased to Woolever Brothers Transportation, Inc. ("Woolever") on November 17, 1995, and any load to be hauled would have been for Woolever since it maintained exclusive possession, control and use of the 1979 Freightliner on November 17, 1995. Lincoln General cannot admit or deny at this time who provided Statts with instructions as to what he was to do on November 16 and 17,

1995. However, to the extent JHM provided Statts with instructions, JHM was acting on behalf of Woolever.

12. Admitted.

13. Admitted.

14. Admitted in part; Denied in part. It is admitted that the trailer was owned by JHM. As set forth in response to paragraph 10 above, Statts and JHM had entered into an agreement whereby JHM agreed to sell the 1979 Freightliner to Statts. Accordingly, there are factual and legal issues regarding the actual ownership of the Tractor on November 17, 1995, and Lincoln General cannot admit or deny at this time that JHM was the owner of the Tractor.

15. Denied. To the contrary, at the time of the Accident, Statts was operating the Tractor in accordance with a permanent lease agreement between Woolever and JHM, and the Tractor was under Woolever's exclusive possession, control, and use at the time of the Accident.

16. Admitted.

17. Admitted.

18. Admitted that at one point the plaintiffs in the Clifford Action demanded \$2,000,000. However, the Clifford Action has now been settled for a total payment of \$1,225,000.

19. Admitted.

20. Admitted that at one point the plaintiffs in the Mulligan Action demanded \$175,000. However, the Mulligan Action has now been settled for a total payment of \$125,000.

21. Admitted.

22. Admitted.

COUNT ONE

23. Lincoln General incorporates herein by reference its response to paragraphs 1 - 22 above.

24. Admitted.

25. Denied. This paragraph states a conclusion of law which requires no response. To the extent a response is required, Lincoln General avers that a fraud was committed by JHM and Woolever which permits Lincoln General to void coverage for the claim.

26. Admitted.

27. Denied. This paragraph states a conclusion of law which requires no response. To the extent a response is required, Lincoln General avers that a fraud was committed by JHM and Woolever which permits Lincoln General to void coverage for the claim.

28. Admitted.

29. Admitted that Statts would be considered an insured for purposes of the Accident at issue.

30. Admitted that Woolever would be considered an insured for purposes of the Accident at issue to the extent Woolever is liable for Statts' conduct.

31. Denied. This paragraph states a conclusion of law which requires no response. To the extent a response is required, Lincoln General avers that a fraud was committed by JHM and Woolever which permits Lincoln General to void coverage for the claim as to JHM, Woolever, and Statts.

WHEREFORE, Lincoln General demands judgment in its favor and against Northland Insurance Company on the claims asserted in Count One of the Complaint.

COUNT TWO

32. Lincoln General incorporates herein by reference its response to paragraphs 1 - 31 above.

33. Admitted.

34. Denied. To the contrary, at the time of the Accident, the Tractor was being operated pursuant to a permanent lease agreement between JHM and Woolever which provided Woolever with exclusive possession, control and use of the Tractor.

35. Denied. To the contrary, at the time of the Accident, the Tractor was being operated pursuant to a permanent lease agreement between JHM and Woolever which provided Woolever with exclusive possession, control and use of the Tractor.

36. Denied. The Lincoln General Policy provides no coverage because of the fraud committed by Woolever and JHM. In the alternative, the Lincoln General Policy provides excess coverage to Northland's coverage.

37. Denied. Northland's coverage is primary. In the event Lincoln General must provide any coverage, it is excess to Northland. In the alternative, Lincoln General's coverage is co-primary or co-excess with Northland and the two companies must pay their respective shares of the settlement based on the proportion the limits of coverage set forth in respective policies bears to the combined limits of coverage of the two policies.

WHEREFORE, Lincoln General demands judgment in its favor and against Northland Insurance Company on the claims asserted in Count Two of the Complaint.

**COUNT III**

35. (This is the second paragraph designated 35. For the purposes of consistency, Lincoln General will use the same number as Northland). Denied. Lincoln General is without sufficient information and knowledge to form a belief as to the truth of this averment, and as such, it is denied.

1. Denied. The Lincoln General Policy provides no coverage because of the fraud committed by Woolever and JHM. In the alternative, the Lincoln General Policy provides excess coverage to Northland's coverage.

2. Denied. The Lincoln General Policy provides no coverage because of the fraud committed by Woolever and JHM. In the alternative, the Lincoln General Policy provides excess coverage to Northland's coverage. In the further alternative, Lincoln General's and Northland's coverage is co-primary or co-excess and the two companies must pay their respective shares of the settlement based on the proportion the limits of coverage set forth in respective policies bears to the combined limits of coverage of the two policies.

3. Denied. This paragraph states a conclusion of law which requires no response.

**FIRST AFFIRMATIVE DEFENSE**

JHM and Woolever committed fraud by misrepresenting to Lincoln General that the Tractor was trip-leased by JHM to

Woolever, and that the alleged trip-lease expired a few hours before the accident. JHM and Woolever committed this fraud in an attempt to impose upon Lincoln General primary coverage for the claims arising out of the Accident. Lincoln General learned for the first time almost two years after the Accident that the purported trip lease was prepared after the Accident, and at the time of the Accident, there was a permanent lease for the Tractor from JHM to Woolever. In accordance with the terms of Lincoln General's Policy, it is entitled to void coverage for all claims arising out of the Accident as a result of this fraud, misrepresentation, and/or concealment. Accordingly, Lincoln General has no obligation to Northland, since it provides no coverage for this claim.

#### **SECOND AFFIRMATIVE DEFENSE**

At the time of the Accident, the Tractor was under the exclusive possession, control and use of Woolever in accordance with a permanent lease agreement between JHM and Woolever. Regardless of what Statts was doing at the time of the Accident, since he had just completed delivering a load for Woolever and the Tractor was still under lease to Woolever, Northland provides primary coverage for the claims arising out of the Accident. Since the amount of the settlements paid by Northland is less than the limits of coverage in its policy, it is not entitled to receive anything from Lincoln General, even if it is determined that Lincoln General provides coverage to JHM, Woolever, and/or Statts.

**THIRD AFFIRMATIVE DEFENSE**

JHM, Statts and Woolever are insureds under Northland's Policy. In accordance with the terms of Northland's Policy, it provides primary coverage for the claims arising out of the Accident since the Tractor was leased by JHM to Woolever at the time of the Accident.

**FOURTH AFFIRMATIVE DEFENSE**

If it is determined that Lincoln General provides primary coverage to JHM, Woolever, and/or Statts, then Lincoln General's coverage is co-primary with Northland, or if it is determined that Northland provides excess coverage, then Lincoln General's coverage is also excess, and the two companies must pay their respective shares of the settlement based on the proportion the limits of coverage set forth in respective policies bears to the combined limits of coverage of the two policies. Since Northland only paid fifty percent of the settlements, and its proportionate share would be 72.73 percent, Lincoln General would not owe Northland anything, and to the contrary, Northland would owe Lincoln General \$306,855 for the amount paid to settle the claims, not including defense and other costs.

**FIFTH AFFIRMATIVE DEFENSE**

Northland provides coverage for Woolever. Even if it is determined that Northland does not provide any coverage for JHM and Statts, it is still responsible to pay the full amount of the settlements since Lincoln General does not provide coverage to Woolever, JHM or Statts since the policy is void as a result of the fraud committed by Woolever and JHM. In the alternative, in



the event it is determined that Lincoln General must provide coverage to JHM, Woolever, and/or Statts, Northland should still pay the full amount of the settlements and/or pay its proportionate share of 72.73 percent, depending on whether Northland's coverage is determined to be excess or co-primary.

**SIXTH AFFIRMATIVE DEFENSE**

Lincoln General has already paid \$675,000, in indemnity payments against its limits of coverage of \$750,000. Accordingly, the most Lincoln General can be held liable to pay Northland is \$75,000.

**SEVENTH AFFIRMATIVE DEFENSE**

Northland is barred from recovering against Lincoln General as a result of its unclean hands. Northland was a willing participant in the fraud perpetrated upon Lincoln General by JHM and Woolever. Woolever sent Northland a copy of the Permanent Lease on November 17, 1995, after the Accident and before the Trip Lease was prepared. Although Lincoln General does not know if Northland was involved in the decision to prepare the Trip Lease and fraudulently represent that it was in effect at the time of the Accident, Northland was well aware that the Trip Lease was not prepared until after the Accident, and the Permanent Lease was the only agreement in effect at the time of the Accident. Northland concealed this fraud from Lincoln General, and cooperated in the perpetration of this fraud until it was discovered two years after the Accident at the deposition of Hazel Sinclair. As a result of its improper conduct, Northland should not recover anything from Lincoln General.

**CROSS-CLAIM AGAINST JHM AND STATTS**

**PARTIES**

1. Defendant/Cross-Claim Plaintiff Lincoln General Insurance Company (hereinafter "Lincoln General") is an insurance company licensed to do business in Pennsylvania with a principal place of business at 3350 Whiteford Road, P.O. Box 3709, York, York County, Pennsylvania 17402-0136.

2. Defendant J.H.M. Enterprises, Inc. (hereinafter "JHM") is a Pennsylvania corporation with its offices located at 1200 Valmont Drive, N.W. Williamsport, Lycoming County, Pennsylvania.

3. Defendant Vernice Lee Statts (hereinafter "Statts") is an adult individual residing at 489 East Academy Street, Hughesville, Lycoming County, Pennsylvania.

**JURISDICTION AND VENUE**

4. This Court has supplemental jurisdiction over Lincoln General's cross-claim in accordance with 28 U.S.C. §1367(a) in that the cross-claim is related to the Plaintiff's claim.

5. Venue is proper in this Court in accordance with 28 U.S.C. §1391(a) in that a substantial part of the events giving rise to the cross-claim occurred in this District.

**FACTUAL BACKGROUND**

6. Lincoln General incorporates herein by reference its Answer with Affirmative Defenses to the Complaint.

7. Lincoln General issued a Primary Auto Package insurance policy to JHM, Policy Number PAP 185770 0495 covering the period April 18, 1995 through April 18, 1996 (hereinafter "Lincoln

General Policy"). A true and correct copy of the Lincoln General Policy is attached hereto as Exhibit A.

8. One of the vehicles scheduled under the Policy is a 1979 Freightliner, Serial Number CA213HM160222 (hereinafter "Tractor").

9. The Lincoln General Policy provides \$750,000 in liability coverage for each accident or loss.

10. On March 1, 1990, JHM and Woolever entered into an "Agreement Of Lease Of Motor Vehicle Equipment" (hereinafter "Permanent Lease") whereby JHM leased the Tractor to Woolever. A copy of the Permanent Lease is attached hereto as Exhibit B.

11. The Permanent Lease provides that: "The term of this lease shall begin at 10 A.M. o'clock on 3/1/90, and terminate at the end of thirty (30) days, or at 10 A.M. o'clock 4/1/90, at which time the term of this lease is automatically extended for additional like thirty (30) day periods, unless terminated by either party giving to the other party five (5) days written notice of cancellation."

12. The Permanent Lease provides that: "During the term of this lease, the motor vehicle equipment described herein shall be in the exclusive possession, control and use of Lessee and Lessee hereby assumes complete responsibility for operation thereof."

13. The Permanent Lease provides that: "During the term of this lease, Lessee shall furnish and pay the costs of all public liability, property damage and cargo insurance upon the motor vehicle equipment issued hereunder only when such is operated in the services of Lessee."

14. Prior to June 7, 1995, JHM and Statts entered into an agreement whereby JHM agreed to sell the Tractor to Statts.

15. It is believed that Statts made payments or provided other consideration to JHM for the purchase of the Tractor.

16. Statts became the equitable owner of the Tractor after he agreed to purchase it from JHM and began making payments or providing other consideration to JHM, even though JHM continued to hold title to the Tractor

17. On or about November 16 - 17, 1995, Statts was the owner-operator of the Tractor.

18. On or about November 16, 1995, Statts drove the Tractor, which was pulling a van trailer, to Watkins Glen, New York to pick up a load of salt for Woolever. After the trailer was loaded, Statts returned to his home in Pennsylvania for the night.

19. In the morning of November 17, 1995, Statts drove the tractor and loaded trailer to Ephrata, Pennsylvania in order to deliver the load of salt for Woolever.

20. After delivering the load of salt for Woolever, Statts allegedly began driving toward Berwick, Pennsylvania, where he intended to drop off the van trailer used to haul the load of salt for Woolever, and then pick up another load.

21. As Statts traveled toward Berwick to drop off the van trailer used to haul the load of salt for Woolever, he was involved in an accident on State Route 309 in Rush Township, Schuylkill County, Pennsylvania (hereinafter "Accident").

22. Statts drove into the rear of a vehicle being driven by Robert R. Clifford, and in which Karin Clifford was a passenger.

As a result of the collision, both Robert and Karin Clifford were killed.

23. The Clifford vehicle struck a vehicle driven by Sherrill Mulligan. As a result of the collision between the Clifford vehicle and the Mulligan vehicle, Sherrill Mulligan allegedly suffered personal injuries.

24. There were placards affixed to the Tractor at the time of the Accident which identified Woolever and set forth Woolever's federal and state operating authority number.

25. As a result of the Accident, the Estates of Robert and Karin Clifford filed a suit against Statts, JHM, and Woolever in the Court of Common Pleas of Schuylkill County at Docket No. S-650-1996 (hereinafter "Clifford Action").

26. As a result of the Accident, the Mulligans filed a suit against Statts, JHM, and Woolever in the Court of Common Pleas of Schuylkill County at Docket No. S-1689-1997 (hereinafter "Mulligan Action").

27. Lincoln General defended Statts and JHM in the Clifford Action and Mulligan Action.

28. Northland issued a Truckers insurance policy to Woolever covering the period from September 1, 1995 through September 1, 1996 (hereinafter "Northland Policy"). A copy of the portion of the Northland Policy provided by Northland to Lincoln General is attached hereto as Exhibit C.

29. The Northland Policy provides \$2,000,000 in liability coverage for each accident.

30. Northland defended Woolever in the Clifford Action and Mulligan Action under the Northland Policy.

31. After the Accident, Lincoln General demanded that Northland provide coverage to all of the Defendants.

32. Northland refused to provide a defense to Statts and JHM.

33. Lincoln General and Northland eventually agreed to each advance \$675,000 (a total of \$1,350,000) to settle the Clifford and Mulligan Actions, while reserving all rights to seek reimbursement from the other pending a determination of the coverage issues involved in this case.

34. The Lincoln General Policy expressly states that:

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

35. JHM, Statts and Woolever all qualify as insureds under the Lincoln General policy. JHM is the named insured. Statts is an "insured" under the Lincoln General Policy since he was using the Tractor with JHM's permission. Woolever is an insured since the Lincoln General Policy defines an "insured" to include anyone who is liable for the conduct of an "insured" described in the Lincoln General Policy; and, since Woolever admitted in the underlying actions that it was liable for Statts' conduct, it qualifies as an insured under the Lincoln General Policy.

36. After the Accident, JHM and Woolever represented to Lincoln General that the load of salt hauled for Woolever from

Watkins Glen, New York to Ephrata, Pennsylvania was the subject of a trip lease between JHM and Woolever.

37. JHM and Woolever provided Lincoln General with an "Agreement of Lease Of Motor Vehicle Equipment" dated November 16, 1995, for the Tractor (hereinafter "Trip Lease"). A copy of the Trip Lease is attached as Exhibit "D".

38. The Trip Lease provides that: "The term of this lease shall begin at 4:00 P.M. o'clock on 11/16/95 and terminate at the end of thirty (30) days, or at 8:00 A.M. o'clock 11/17/95, at which time the term of this lease is automatically extended for additional like thirty (30) day periods, unless terminated by either party giving to the other party five (5) days written notice of cancellation."

39. The Trip Lease is signed by Jay McCormick, President of JHM, and Hazel Sinclair, Secretary/Treasurer of Woolever.

40. JHM and Woolever represented on the face of the Trip Lease that it was signed on November 16, 1995.

41. The Trip Lease further provides a certification by Harold Sinclair, a part-owner of Woolever, that on 11/16/95, he "carefully inspected the equipment described herein and that this is a true and correct report of the result of such inspection, and the Lessee's identification placard was displayed on each side of the power unit."

42. In accordance with the Trip Lease, it appeared as if Woolever's lease of the Tractor and van trailer ended prior to the Accident.

43. JHM and Woolever represented to Lincoln General that the Trip Lease was in effect at the time the Accident occurred.

44. JHM and Woolever failed to disclose the existence of the Permanent Lease for the Tractor to Lincoln General until almost two years after the Accident.

45. Jay McCormick, the owner of JHM, and Hazel Sinclair, a part owner of Woolever, were deposed for purposes of the Clifford and Mulligan Actions on November 4, 1997. Jay McCormick testified first. Jay McCormick testified that the load of salt which was hauled by Statts immediately before the Accident was covered by a trip lease. He further testified that the only arrangement he had with Woolever prior to the Accident was through trip leases. Jay McCormick never mentioned the Permanent Lease on the Tractor, or that JHM had entered into permanent leases with Woolever for other vehicles.

46. Hazel Sinclair was deposed immediately after Jay McCormick. She disclosed for the first time that the Trip Lease was not in existence on November 16 - 17, 1995, and that there was a Permanent Lease for the Tractor that had been executed in 1990. The Permanent Lease was produced for the first time at Hazel Sinclair's deposition.

47. At her deposition, Hazel Sinclair testified that she made up the Trip Lease on November 18, 1995, after the Accident had occurred.

48. JHM and Woolever were well aware of the Permanent Lease at the time of the Accident. On November 17, 1995, the day of the Accident and before the Trip Lease was even prepared, Hazel Sinclair of Woolever faxed to Northland a copy of the Permanent Lease. (See fax notation on Exhibit C).



49. Although Northland knew that the Permanent Lease was in effect at the time of the Accident, it concealed this information from Lincoln General and cooperated in JHM and Woolever's misrepresentations to Lincoln General that the Trip Lease was in effect at the time of the Accident.

50. The statements made by JHM and Woolever in the Trip Lease that it was executed on 11/16/95 are false.

51. The statement made by Woolever in the Trip Lease that Harold Sinclair carefully inspected the equipment on 11/16/95 is false.

52. JHM and Woolever knew that the statements made in the Trip Lease as to the date it was executed and the alleged careful inspection of the equipment by Harold Sinclair on 11/16/95 were false.

53. JHM and Woolever attempted to deceive Lincoln General into believing that there was a Trip Lease which had expired a few hours before the Accident, when it knew that there was a Permanent Lease in effect at the time of the Accident which required Woolever to provide liability coverage for the Tractor.

54. JHM's and Woolever's calculated plan to deceive Lincoln General about the nature of the lease of the Tractor was an attempt to impose on Lincoln General primary liability coverage for the Accident when it appropriately belonged with Northland.

55. JHM and Woolever committed a fraud upon Lincoln General, and intentionally concealed and/or misrepresented material facts concerning their interest in the Tractor and the claim for the Accident.

56. The identity of the Permanent Lease was a material fact involving Woolever's, JHM's and Statts' claim for coverage under the Lincoln General Policy, and whether Lincoln General or Northland was required to provide primary coverage.

57. JHM and Woolever intentionally concealed the existence of the Permanent Lease in an attempt to impose on Lincoln General primary liability coverage for the Accident when it appropriately belonged with Northland.

58. Woolever was contractually obligated in accordance with the terms of the Permanent Lease to furnish and pay the costs of all public liability, property damage and cargo insurance upon the Tractor.

59. Lincoln General believes that JHM and Woolever were concerned that Woolever's insurance rates would go up if its insurance carrier was required to provide primary coverage, and developed a calculated plan to shift responsibility for the Accident to JHM's insurance carrier.

60. Lincoln General believes that JHM did not care if its insurance rates went up as a result of its insurance carrier providing primary coverage for the Accident, since JHM did not intend to continue its own trucking insurance after the Policy expired on April 18, 1996, but rather planned to begin hauling exclusively for Woolever as an owner-operator, using Woolever's insurance to cover JHM's operations.

61. JHM's and Woolever's deception and fraud involving their failure to disclose the existence of the Permanent Lease and misrepresentations as to the Trip Lease executed after the Accident were all part of its plan to manipulate insurance

coverage and impose on JHM's liability insurance carrier responsibility for incidents that should have been covered by Woolever's liability insurance carrier.

62. The liability coverage afforded under the Lincoln General Policy is void as to JHM, Woolever and/or Statts for the claims arising out of the Accident as a result of the fraud, intentional concealment, and misrepresentations of material facts committed by JHM and Woolever.

WHEREFORE, Lincoln General Insurance Company respectfully requests that the Court declare that the liability coverage provided under the Lincoln General Policy is void as to JHM and Statts as a result of the fraud, intentional concealment, and misrepresentations of material fact committed by JHM and Woolever, and declare that Lincoln General had no obligation to provide a defense or indemnity to JHM and Statts, for the claims arising out of the Accident.

#### COUNTERCLAIM AGAINST NORTHLAND

##### PARTIES

63. Lincoln General Insurance Company is an insurance company licensed to do business in Pennsylvania with a principal place of business at 3350 Whiteford Road, P.O. Box 3709, York, York County, Pennsylvania 17402-0136.

64. Northland Insurance Company is an insurance company licensed to do business in Pennsylvania with its principal place of business at 1295 Northland Drive, St Paul, Minnesota.

JURISDICTION AND VENUE

65. This Court has jurisdiction over Lincoln General's counterclaim in accordance with 28 U.S.C. §1332 in that there is complete diversity of citizenship between Lincoln General and Northland, and in accordance with 28 U.S.C. §1367(a) in that the counterclaim is related to the Plaintiff's claim.

66. Venue is proper in this Court in accordance with 28 U.S.C. §1391(a) in that a substantial part of the events giving rise to the counterclaim occurred in this District.

COUNT I

67. Lincoln General incorporates herein by reference its Answer with Affirmative Defenses to the Complaint, and paragraphs 1 through 62 above of its cross-claim against JHM and Statts as if set forth herein at length.

68. Lincoln General and Northland reserved all rights to seek reimbursement from the other for all indemnity payments made arising out of the Accident pending a determination of the coverage issues involved in this case.

69. To the extent the Court determines that Lincoln General has no obligation to provide coverage to JHM, Woolever and Statts as a result of JHM and Woolever's fraud, intentional concealment, and misrepresentations of material facts, then Woolever is required to reimburse Lincoln General for all indemnity payments made in the amount of \$675,000, since Woolever is solely liable for all indemnity payments if Lincoln General has no obligation.

WHEREFORE, Lincoln General demands judgment in its favor and against Northland for \$675,000, together with interest and costs.

COUNT II

70. Plaintiff incorporates herein by reference its Answer with Affirmative Defenses to the Complaint, and paragraphs 1 through 62 of its cross-claim as if set forth herein at length.

71. In the event the Court does not void the Lincoln General Policy as to JHM, Woolever, and Statts, then Lincoln General claims in the alternative as follows.

72. Woolever is the named "insured" under the Northland Policy.

73. The Northland Policy defines an "insured" to include anyone while using with Woolever's permission a covered "auto" hired by Woolever.

74. The Tractor constitutes a covered "auto" since under Federal Law and the Permanent Lease, Woolever was required to provide liability coverage on the Tractor.

75. Statts qualifies as an "insured" under the Northland Policy since he was using the Tractor with Woolever's permission.

76. The Northland Policy defines an "insured" to include anyone who is liable for the conduct of an "insured" described in the Northland Policy.

77. JHM qualifies as an "insured" under the Northland Policy since the plaintiffs in the Clifford and Mulligan Actions claimed that JHM is liable for Statts' conduct, and Statts is an insured under the Northland Policy.

78. The Northland Policy expressly states:

This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority.

79. The Lincoln General Policy expressly states:

This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker".

80. In accordance with the other insurance clauses in both the Northland Policy and the Lincoln General Policy, Northland's coverage for Woolever, Statts, and JHM is primary since the Tractor was hired by Woolever and used exclusively in its business as a "trucker" and pursuant to operating rights granted to Woolever by both the federal and state public authorities.

81. Northland had the primary obligation to defend and indemnify Woolever, Statts and JHM from all claims arising out of the Accident.

82. Northland breached its Policy by refusing to provide primary liability coverage to Statts and JHM.

83. As a result of Northland's refusal to provide primary liability coverage to Statts and JHM, Lincoln General incurred \$91,511.35 in expenses to defend Statts and JHM which should have been incurred by Northland.

84. As a result of Northland's refusal to provide primary liability coverage to Statts and JHM, Lincoln General paid \$675,000 in claims associated with the Accident.

85. Northland is obligated to reimburse Lincoln General for all expenses it has incurred to defend Statts and JHM, and all payments it has made to claimants arising from the Accident.

WHEREFORE, Lincoln General demands judgment in its favor and against Northland for \$766,511.35, together with interest and costs.

COUNT III

86. Plaintiff incorporates herein by reference its Answer with Affirmative Defenses to the Complaint, paragraphs 1 through 62 of its cross-claim, and paragraphs 63 - 85 of its counterclaim as if set forth herein at length.

87. In the event it is determined that Northland does not provide coverage for JHM and Statts, Lincoln General avers in the further alternative.

88. Woolever is liable for Statts' conduct at the time of the Accident.

89. Woolever maintained exclusive possession, control and use of the Tractor at the time of the Accident.

90. As between Woolever and JHM, Woolever should bear primary responsibility for Statts' conduct since Statts was operating the Tractor under Woolever's operating authority and under its exclusive control at the time of the Accident.

91. Since the amount of the payments made by Lincoln General and Northland arising out of the Accident fall within the Northland's limits of coverage of \$2,000,000, Northland should reimburse Lincoln General for the payments it made to settle the Clifford and Mulligan Actions of \$675,000.

WHEREFORE, Lincoln General demands judgment in its favor and against Northland for \$675,000, together with interest and costs.

COUNT IV

92. Plaintiff incorporates herein by reference its Answer with Affirmative Defenses to the Complaint, paragraphs 1 through

62 of its cross-claim, and paragraphs 63 - 92 of its counterclaim as if set forth herein at length.

93. In the event it is determined that Lincoln General and Northland both provide coverage to JHM, Statts, and Woolever, the respective policies both provide primary or excess coverage, and Woolever and JHM bear equal responsibility for Statts' conduct, then Lincoln General avers in the further alternative.

94. The Lincoln General and Northland Policies contain identical provisions on the apportionment of payments if their respective policies cover a claim on an equal basis, either primary or excess. In accordance with this provision, Lincoln General and Northland agreed to apportion payments based on the proportion that the limits of insurance in each policy bears to the combined limits of insurance of the two policies.

95. The limits of insurance in the Lincoln General Policy is \$750,000, and the limits of insurance in the Northland Policy is \$2,000,000, for a combined limits of insurance of \$2,750,000. Lincoln General's proportion of the combined limit is 27.27 percent, and Northland's proportion of the combined limit is 72.73 percent.

96. Lincoln General and Northland each paid \$675,000 to settle the Clifford and Mulligan Actions. To the extent each is responsible for its proportionate share, Lincoln General's share is \$368,145, and Northland's share is \$981,855.

97. Lincoln General paid \$306,855 in excess of its proportionate share to settle the Clifford and Mulligan Actions.

98. Northland claims it spent \$51,769.94 in defending Woolever in the Clifford and Mulligan Actions.



99. Lincoln General spent \$91,511.35 to defend JHM and Statts in the Clifford and Mulligan Actions.

100. The total amount spent by Northland and Lincoln General to defend Woolever, JHM and Statts in the Clifford and Mulligan Actions is \$143,281.29.

101. Lincoln General's proportionate share of the total defense costs is \$39,072.80, and Northland's proportionate share is \$104,208.49.

102. Lincoln General paid \$52,438.55 in excess of its proportionate share of defense costs in the Clifford and Mulligan Actions.

103. To the extent it is determined that Lincoln General and Northland must provide coverage on the same basis, either primary or excess, than Lincoln General is entitled to recover from Northland \$359,293.55 in payments it made in excess of its proportionate share.

WHEREFORE, Lincoln General demands judgment in its favor and against Northland for \$359,293.55, together with interest and costs.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 

Jonathan H. Rudd, Esq.  
Attorney I.D. No. 56880  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108-1166  
(717) 237-5405

Attorneys for Lincoln General Insurance Company

Dated: 8/2/01

No. PAP 185770 0495

Policy Number 1857700494

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD, YORK, PENNSYLVANIA 17402

Exh A

## PRIMARY AUTO PACKAGE DECLARATIONS

## ITEM ONE:

ISSUED TO:

JHM ENTERPRISES, INC.

1200 VALLAMONT DRIVE, N.W.

CORPORATION

WILLIAMSPORT

PA 17701

POLICY PERIOD:

FROM: 04/18/95

TO: 04/18/96

AGENT OR BROKER:

SUSQUEHANNA INS. ASSOC., INC.

5520

6 E. 18TH STREET

SELINGSGROVE

PA 17870

KIND OF BUSINESS: TRUCKMAN

LOCATION OF BUSINESS: SAME AS ABOVE

MCS-90

THIS POLICY DOES NOT PROVIDE COLLISION DAMAGE TO RENTAL VEHICLES

## ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of Truckers Coverage Form show which autos are covered autos.)	--- LIMIT --- THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY INSURANCE	46,47	\$ 750,000	21,681
PERSONAL INJURY PROTECTION (or equivalent)	46	Separately stated in each PIP endorsement - minus \$ deductible	285
ADDED PERSONAL INJURY PROTECTION (or equivalent)	46	Separately stated in each added PIP endorsement	45
AUTO MEDICAL PAYMENTS		\$	
UNINSURED MOTORISTS	46	\$ 35,000	35
UNDERINSURED MOTORISTS (when not incl. in UM Cov)	46	\$ 35,000	10
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	46	Actual cash value or cost of repair, whichever is less, minus \$(See Schl) ded for each covered auto but no ded applies to loss caused by fire or lightning. See ITEM FOUR For hired or borrowed autos.	2,758
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, whichever is less, minus \$(See Schl) ded for each covered auto. See ITEM FOUR for hired or borrowed autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	46	Actual cash value or cost of repair, whichever is less, minus \$(See Schl) ded for each covered auto. See ITEM FOUR for hired or borrowed autos.	5,368
PHYSICAL DAMAGE TOWING & LABOR (N/A in CA)		\$ for each disablement of a private passenger auto.	
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION: SEE ENDORSEMENT SCHEDULE		GENERAL LIABILITY COVERAGE	
		PREMIUM FOR ENDORSEMENTS	1
		MISCELLANEOUS CHARGES *	
		ESTIMATED PREMIUM	30,183

\* None at time of issue.

Page 1 of 2

## DECLARATIONS -- PRIMARY AUTO PACKAGE POLICY

## ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN - SEE SEPARATE SCHEDULE OF COVERED AUTOS

## ITEM FOUR

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR	PREMIUM
PA	8,400	13.558		1,139

## PHYSICAL DAMAGE - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY - DEDUCTIBLE		RATE	MAX. NO. OF AUTOMOBILES IN POSSESSION	COVERAGE DAYS	ESTIMATED PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repair	\$ whichever is less minus \$ ded. for each covered automobile but no deductible applies to loss caused by fire or lightning.				
SPECIFIED CAUSES OF LOSS		\$ whichever is less minus \$ ded. for each covered automobile.				
COLLISION	or	\$ whichever is less minus \$ ded. for each covered automobile.				
TOTAL PREMIUM						

## ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a	Number of Employees		\$
Social Service Agency	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
			\$

## ITEM SIX

## GENERAL LIABILITY

COVERAGES	LIMIT	TOTAL GENERAL LIABILITY PROVISIONAL ANNUAL POLICY PREMIUM
GENERAL AGGREGATE LIMIT (other than products & completed operations)	\$	
PRODUCT & COMPLETED OPERATIONS AGGREGATE LIMIT	\$	
PERSONAL & ADVERTISING INJURY LIABILITY LIMIT	\$	
EACH OCCURENCE LIMIT	\$	
FIRE DAMAGE LIMIT (any one fire)	\$	
MEDICAL EXPENSE LIMIT (any one person)	\$	
		\$

The estimated policy premium is based on the exposures you told us you would have when this policy began. We will compute your final premium due when we determine your actual exposures. The estimated policy premium will be credited against the final premium due and you will be billed for the balance, if any. If the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy. Your Policy Period begins 12:01 A.M. standard time at the address shown above.

Countersigned \_\_\_\_\_

(Date)

By: \_\_\_\_\_

(Authorized Representative)

Insureds Name: JHM ENTERPRISES, IN

## SCHEDULE OF COVERED AUTOS

Page: 1

LIABILITY COVERAGE AFFORDED TO A SCHEDULED POWER UNIT A L S O APPLIES TO A N Y ATTACHED TRAILER O R SEMI-TRAILER S U B J E C T TO ALL CONDITIONS AND OTHER TERMS OF THE POLICY.

IT#	Year	Trade Name	Body Type	Serial Number	Bus Use	GVM GCW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City
1	1985	WHITE	TRACTOR	1WUYDCFE4FN071239	C	73280	IN	50521	380	PA	81	10	WILLIAMSPORT	
2	1969	FRUEHAUF	TRAILER	-S UNJ325403	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
3	1969	FRUEHAUF	TRAILER	-S UNJ325404	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
4	1974	TRLMOBILE	TRAILER	-S K41315	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
5	1967	FRUEHAUF	TRAILER	-S UNFF290102	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	#3
6	1969	FRUEHAUF	TRAILER	-S UNJ325401	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	-C#
7	1969	FRUEHAUF	TRAILER	-S UNJ325402	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
8	1974	TRLMOBILE	TRAILER	-S K41316	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
9	1974	TRLMOBILE	TRAILER	-S K41317	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
10	1974	TRLMOBILE	TRAILER	-S K41318	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
11	1993	J & L	TANK TRLR	-S 1J9P4AT21P2001084	C	50000	IN	67521	220	PA	81	10	WILLIAMSPORT	
12	1988	WHITE	TRACTOR	4V3YZBZZXJN601032	C	80000	IN	50521	220	PA	81	10	WILLIAMSPORT	
14	1986	FREIGHTLIN	TRACTOR	1FUPYDYB90P287269	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT	#4
15	1981	BUTLER	TRAILER	-S 1TB1140288M452714	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
16	1979	F-LINER	TRACTOR	CA213HM160222	C	80000	IN	50521	380	PA	81	10	WILLIAMSPORT	
17	1988	F-LINER	TRACTOR	1FUP2DYBXJH340788	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT	

1 1980 Fruehauf Trailer # 004304 } A #4  
 14 1980 Great Dane Trailer # B17876 }

State Surchg/Tax - Code					
Co. Surchg/Tax - Code					
City Surchg/Tax - Code					
TOTAL per UNIT ->					

State Surchg/Tax - Code					
Co. Surchg/Tax - Code					
City Surchg/Tax - Code					
TOTAL per UNIT ->					

State Surchg/Tax - Code					
Co. Surchg/Tax - Code					
City Surchg/Tax - Code					
TOTAL per UNIT       ->					



Policy # PAP 185770 0495 Insureds Name ENTERPRISES, INC.

Page: 5

## ----- COVERAGE and PREMIUM BREAKDOWN -----

Company Unit Number Insureds Unit Number	UNITS									
	17									
LIABILITY	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium
Liability	750,000	3840								
Personal Injury Protection	5,000	57								
Additional Benefits										
Medical Expense										
Work Loss	5,000	9								
Accidental Death										
Funeral Expense										
Combined First Party										
Catastrophic Medical										
Medical Payments										
Punitive Damage										
UNinsured Motorist	35,000	7								
UNDERinsured Motorist	35,000	2								
Owned/Hired	OWNED									
Property Dmg Deductible										
PD Deductible Factor										
Rating Code/Line Code	63									
Rating Factor %										
Zone Group/Trailer Discnt	1	N								
L1 ITY TOTAL ----->		3,915								

PHYSICAL DAMAGE	Rating		Rating		Rating		Rating		Rating	
Cost New	60,000									
Estimated Value	24,000									
Depreciated Value	27,422									
Dumping Code	N									
Dumping Deductible										
Seating Capacity										
Rating Code/Line Code	63									
Rating Factor %										
Stated Amount/Zones	Y 00-00									
Owned/Hired	OWNED									
	Amount		Amount		Amount		Amount		Amount	
Loss of Use	3,000									
Rental Reimbursement										
Tarps/Chains (cost new)										
CB/Telephone Value										
(prem. included in comp)										
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Co. ehensive	1,000	392								
Specified Causes of Loss										
Collision	1,000	754								
PHYSICAL DAMAGE TOTAL ->		1146								

Premium to Value %	4.78									
PREMIUM TOTAL per UNIT ->		5061								

State Surchg/Tax - Code										
Co. Surchg/Tax - Code										
City Surchg/Tax - Code										
TOTAL per UNIT ->										



Attached to and forming part of Policy Number PAP 1857700495 EI 4/18/95 TO 4/18/96  
 ENDORSED 9/19/95  
 ISSUED TO: JHM ENTERPRISES, INC.  
 1200 VALLAMONT DRIVE, N.W.  
 WILLIAMSPORT PA 17701

## DRIVER SCHEDULE

The following individuals are operators under this policy.  
 Any changes during the policy period should be endorsed.

#	Driver Name	Date of Birth	Operator Number	St Lic	SS No
1	BARTLOW, DALE A	7/13/58	18263871	PA	
2	BROWN, BARRY L	3/01/59	18424697	PA	
3	BROWN, WILLIAM T	12/29/60	19052931	PA	182-52-0275
4	CONNER, LEBERT	1/18/35	08890771	PA	
5	DANLEY, WILLIAM L.	12/03/42	11833013	PA	
6	DILTZ, DALE	11/03/54	16615826	PA	
7	EASTON, GEORGE C	2/06/53	15903700	PA	
8	EVANS, CRAIG EUGENE	4/03/60	18989568	PA	
10	FROME, EMERY	1/20/51	14900911	PA	
12	FUOSS, CLYDE	6/22/57	17750412	PA	
13	FUOSS, MILTON S	6/19/32	07276695	PA	
14	GARLICK, KENNETH RAYMOND	7/19/54	15176214	PA	
16	HILLIS, RICHARD F	8/01/37	09529139	PA	
	LAMEY, DEAN EDWIN	4/17/48	11188837	PA	
	RAAB, JEFFREY	5/16/57	17744809	PA	
19	REYNOLDS, MARTIN J. JR.	12/19/42	13238010	PA	
20	SINCLAIR, HAROLD	7/12/55	16554533	PA	
21	SMITH, JAMES S	3/26/55	23564027	PA	
22	SONES, MICHAEL	12/24/67	21441365	PA	
23	STATY'S, VERNICE L	10/18/34	08975318	PA	
24	THOMAS, ARTHUR B. JR.	7/24/34	08132269	PA	
25	WALIZER, GREGORY	3/26/56	15244865	PA	
26	WISE, WILLIAM W.	9/21/29	07942850	PA	
27	WOOLEVER, ARTHUR R.	1/25/53	15716955	PA	
28	WOOLEVER, DONALD	5/15/24	05109262	PA	
29	WOOLEVER, E. COLEMAN	3/31/26	05684093	PA	
30	WOOLEVER, MARK ARTHUR	8/17/51	15345696	PA	
31	WOOLEVER, SCOTT C.	12/16/54	16653787	PA	
33	COCHRAN, CHARLES	7/01/67	21284745	PA	
35	FREEZER, MICHAEL	1/15/55	16547100	PA	
36	HEATH, THOMAS	6/09/51	15282772	PA	
37	HERB, DAVID L SR	4/19/53	16842177	PA	
38	JONES, RALPH	5/24/64	20452332	PA	
39	KIRESKI, JOHN S	1/15/49	15535045	PA	
40	NICHOLS, RICHARD	1/16/54	16394860	PA	
	REED, DAVID	10/08/60	19107192	PA	
	SUMMER, KEITH	11/22/55	16983979	PA	
43	FREDERICKS, RICHARD A	3/22/31	06835773	PA	

TO

(If no entry appears above, refer to the Policy Declarations for the information.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATED AMOUNT INSURANCE**

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**  
**Designation or Description of Covered "Autos"**

UNIT #	YEAR, MAKE AND MODEL	SERIAL NUMBER	COVERAGE	LIMIT OF INSURANCE	POLICY PREMIUM
	SEE POLICY SCHEDULE OF COVERED AUTOS				

- A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B. For a covered "auto" described in the Schedule, the PHYSICAL DAMAGE COVERAGE Limit of Insurance is replaced by the following:

### C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the least of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property; or
3. The amount shown in the Schedule.

Countersigned by: \_\_\_\_\_

COMMERCIAL AUTO

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

**TRUCKERS COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS**.

**SECTION I - COVERED AUTOS**

**ITEM TWO** of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

**A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS**

SYMBOL	DESCRIPTION
--------	-------------

41 = ANY "AUTO".

42 = OWNED "AUTOS" ONLY. Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

43 = OWNED COMMERCIAL "AUTOS" ONLY. Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

44 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

45 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are

subject to the same state uninsured motorists requirement.

46 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in **ITEM THREE** of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in **ITEM THREE**).

47 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your employees, partners or agents or members of their households.

48 = "TRAILERS" IN YOUR POSSESSION UNDER A WRITTEN TRAILER OR EQUIPMENT INTERCHANGE AGREEMENT. Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

49 = YOUR "TRAILERS" IN THE POSSESSION OF ANYONE ELSE UNDER A WRITTEN TRAILER INTERCHANGE AGREEMENT. Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in **ITEM TWO** of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.

50 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If symbols 41, 42, 43, 44 or 45 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 46 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are covered "autos" for Liability Coverage.

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered auto.
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE****A. COVERAGE**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. WHO IS AN INSURED**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".

(2) Your employee or agent if the covered "auto" is a "private passenger type auto" and is owned by that employee or agent or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto".

(5) A partner of yours for a covered "private passenger type auto" owned by him or her or a member of his or her household.

c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:

(1) Is being used exclusively in your business as a "trucker"; and

(2) Is being used pursuant to operating rights granted to you by a public authority.

d. The owner or anyone else from whom you hire or borrow covered "auto" that is not a "trailer" while the covered "auto":

- (1) Is being used exclusively in your business as a "trucker"; and
- (2) Is being used pursuant to operating rights granted to you by a public authority.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

a. Any "trucker" or his or her agents or employees, other than you and your employees:

- (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
- (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and employees while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.

b. Any rail, water or air carrier or its employees or agents, other than you and your employees, for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) Is being transported by the carrier; or
- (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

## 2. COVERAGE EXTENSIONS

a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

## b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. EXCLUSIONS

This insurance does not apply to any of the following:

### 1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. CONTRACTUAL

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

**3. WORKERS' COMPENSATION**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

**5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

**6. CARE, CUSTODY OR CONTROL**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. HANDLING OF PROPERTY**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a

hand truck) unless the device is attached to the covered "auto".

**9. OPERATIONS**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**10. COMPLETED OPERATIONS**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11. POLLUTION**

"Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or



(3) Being stored, disposed of, treated or produced in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seep, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### SECTION III - TRAILER INTERCHANGE COVERAGE

#### A. COVERAGE

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage. From any cause except:

(1) The "trailer's" collision with another object; or

(2) The "trailer's" overturn.

b. Specified Causes of Loss Coverage. Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage Caused by:

(1) The "trailer's" collision with another object;

(2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

### 3. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Limit of Insurance, we will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

### B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action.

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

### 3. Other Exclusions.

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

### C. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the "loss".
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
3. The Limit of Insurance shown in the Declarations.

## SECTION IV - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. Comprehensive Coverage. From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - b. Specified Causes of Loss Coverage. Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage. Caused by:



(1) The covered "auto's" collision with another object, or

(2) The covered "auto's" overturn.

## 2. Towing - Private Passenger Autos.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

## 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

- 4. Coverage Extension. We will also pay up to \$15 per day to a maximum of \$450 for transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## B. EXCLUSIONS

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War or Military Action.

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military

force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee, however if we pay the loss payee; you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.
- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Equipment designed or used for the detection or location of radar.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- f. Any accessories used with the electronic equipment described in paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

- b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto"

or the monitoring of the covered "auto's" operation system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### 3. Other Exclusions

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

## SECTION V - TRUCKERS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

### D. DEDUCTIBLE

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a statement of your answers.

**3. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

**5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. GENERAL CONDITIONS****1. BANKRUPTCY**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

**2. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional

premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
- (2) Excess if the power unit is not a covered "auto".

b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

c. Except as provided in paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

e. Regardless of the provisions of paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. PREMIUM AUDIT**

a. The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION VI - DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding.

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution

cost or expense does not arise out of the operation of any equipment listed in paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Insured" means any person or organization qualifying as an insured in the Who is an Insured provision of the applicable coverage. Except with respect to the limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured Contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

G. "Loss" means direct and accidental loss or damage.

H. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":



- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- J. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- K. "Property damage" means damage to or loss of use of tangible property.
- L. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- M. "Trailer" includes semitrailer or a dollie used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
- N. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

COMMERCIAL AUTO

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LOSS OF USE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
 TRUCKERS COVERAGE FORM  
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

**A. COVERAGE/CONDITIONS**

1. This endorsement applies to covered "autos" for which collision coverage is provided.
2. This coverage begins 14 days after you notify us.
3. We will pay you for your loss of use in the event a covered "auto" is disabled and removed from service, for a period greater than 14 days, as a result of a collision "loss".
4. This coverage will terminate when the covered "auto" is returned to service. We shall determine when the covered "auto" is returned to service.
5. Payment will be made if, and only if, the "loss" exceeds the collision deductible.
6. Our payment to you, per covered "auto", will be calculated on a daily basis at a rate equal to 1/90 of the MAXIMUM LIMIT OF COVERAGE. The most we will pay you, per covered "auto", is the limit of coverage for the period of coverage indicated below:

**MAXIMUM LIMIT OF COVERAGE**  
 \$3,000

**MAXIMUM PERIOD OF COVERAGE**  
 90 days

**B. EXCLUSIONS**

1. This insurance does not apply to any of the following:
  - a. Any covered "auto" with a gross vehicle weight (GVW) under 20,001 pounds.
  - b. Any NONOWNED "AUTOS"  
(See coverage form)
  - c. ANY HIRED "AUTOS"  
(See coverage form)
  - d. Any "TRAILERS" IN YOUR POSSESSION UNDER A WRITTEN TRAILER OR EQUIPMENT INTERCHANGE AGREEMENT.
  - e. Any of YOUR "TRAILERS" IN THE POSSESSION OF ANYONE ELSE UNDER A WRITTEN TRAILER INTERCHANGE AGREEMENT.
2. This insurance does not apply if you fail to exercise due diligence and dispatch to repair or replace the covered "auto".
3. This insurance does not apply if you receive any loss of income payment from us as a result of "bodily injury".

**DESCRIPTION OF COVERED AUTOS**

Refer to your SCHEDULE OF COVERED AUTOS.

COMMERCIAL AUTO

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR  
AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY UNDER  
SECTION 10927, TITLE 49 OF THE UNITED STATES CODE**

The policy to which this endorsement is attached is an automobile bodily injury and property damage liability policy and is amended to assure compliance by the insured as a motor carrier of passengers or property, with Section 10927, Title 49 of the United States Code and the pertinent rules and regulations of the Interstate Commerce Commission.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company agrees to pay, within the limits of liability prescribed herein, any final judgment recovered against the insured for bodily injury to or death of any person, or loss of or damage to property of others (excluding injury to or death of the insured's employees while engaged in the course of their employment, and property transported by the insured, designated as cargo), resulting from negligence in the operation, maintenance, or use of motor vehicles under certificate or permit issued to the insured by the Interstate Commerce Commission, or otherwise in interstate or foreign commerce subject to Subchapter II, Chapter 105, Subtitle IV of Title 49 of the United States Code, regardless of whether or not such motor vehicles are specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized by the Interstate Commerce Commission to be served by the insured or elsewhere.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement, by the insured, shall relieve the Company from liability or from the payment of any final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company, and the insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as prescribed herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The Company's liability for the amounts provided in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

The liability of the Company on each motor vehicle shall be the limits prescribed in 49 CFR 1043.2(b)(1), governing minimum amounts of insurance.

This endorsement may not be canceled without notification to the Commission. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the Interstate Commerce Commission at its office in Washington, D.C., said thirty (30) days' notice commencing from the date notice is received by the Commission.

Issued to \_\_\_\_\_ of \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Amending Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

Countersigned by \_\_\_\_\_  
Authorized Company Representative



## FORM F

## UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commission(s) indicated below.
3. This endorsement may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

X -- INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA		VIRGINIA	
DISTRICT OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA	X		

Attached to and forming part of policy No. PAP 1857700495  
issued by LINCOLN GENERAL INSURANCE COMPANY, herein called  
Company, of YORK, PA 17402  
to JHM ENTERPRISES, INC. of WILLIAMSPORT, PA  
Dated at YORK, PA 17402 this 27 day of APRIL, 1995

Countersigned by \_\_\_\_\_  
Authorized Representative



In consideration of the premises stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.

However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

=====

The Motor Carrier Act of 1980 required limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. The SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS**  
Public Liability

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (in interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (in interstate or foreign commerce; in any quantity) or (in intrastate commerce in bulk only)	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (in interstate or foreign commerce).	Any quantity of Class A or B explosives, any quantity of poison gas (Poison A), or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000

NOTE: The type of carriage listed under (1), (2) and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

COMMERCIAL AUTO

Attached to and forming a part of Policy Number

EFFECTIVE

TO

## ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## PENNSYLVANIA BASIC FIRST PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO NON-TRUCKING COVERAGE FORM.  
 BUSINESS AUTO COVERAGE FORM  
 GARAGE COVERAGE FORM  
 TRUCKERS COVERAGE FORM

## SCHEDULE

Benefits	Limit of Liability (per insured)
Medical Expense Benefits	Up to \$ 5,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

## A. COVERAGE

We will pay the Basic First Party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto."

## BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury." If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the bodily injury, medical expenses will be paid without limitation as to the time such further expenses are incurred.

## B. WHO IS AN INSURED

1. You.

2. If you are an individual, any "family member."

3. Any person while "occupying" a covered "auto."

4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto."

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

## C. EXCLUSIONS

We will not pay First Party Benefits for "bodily injury:"

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
  - a. You; or
  - b. any "family member."

5. Sustained by any person who at the time of the "accident."
  - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act;" or
  - b. is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
  - a. You; or
  - b. Any "family member."
8. Sustained by any person while "occupying:"
  - a. A recreational vehicle designed for use off public roads; or
  - b. A motorcycle, moped or similar type vehicle.
9. Caused by or as a consequence of:
  - a. discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.
10. From or as a consequence of the following whether controlled or uncontrolled or however caused:
  - a. nuclear reaction;
  - b. radiation; or
  - c. radioactive contamination.

#### D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," premiums paid, claims made, "autos" involved in the "accident" or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

#### E. CHANGES IN CONDITIONS

The CONDITIONS are changed for FIRST PARTY BENEFITS as follows:

1. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US does not apply.
2. The following CONDITIONS are added:

#### NON-DUPLICATION OF BENEFITS

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

#### PRIORITIES OF POLICIES

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act." We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First - The insurer providing benefits to the "insured" as a named insured.

Second - The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act."

Third - The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident."

Fourth - The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:

- a. Not "occupying" an "auto;" and
- b. not provided First Party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and

4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

**F. ADDITIONAL DEFINITIONS**

1. The definition of "auto" in the DEFINITIONS Section is replaced by the following:
- a. By muscular power; or
  - b. On rails or tracks.

2. The following are added to the DEFINITIONS Section:

- a. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
- b. "Family member" means a resident of your household who is:
  - (1) Related to you by blood, marriage or adoption; or
  - (2) A minor in your custody or in the custody of any other "family member."
- c. "Occupying" means in, upon, getting in, on, out or off.

COMMERCIAL AUTO

Attached to and forming a part of Policy Number PAP 185770 0495

EFFECTIVE 04/18/95

TO 04/18/96

ISSUED TO: JHM ENTERPRISES, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PENNSYLVANIA ADDED AND COMBINATION  
FIRST PARTY BENEFITS ENDORSEMENT**

For a covered "auto" licensed or principally garaged in Pennsylvania, this endorsement modifies insurance provided under the following:

PENNSYLVANIA BASIC FIRST PARTY BENEFITS.

BASIC FIRST PARTY BENEFIT is changed as follows:

## SCHEDULE

As indicated below, Added First Party Benefits or Combination First Party Benefits apply instead of the Basic First Party Benefit. The limits of liability shown for the benefits selected below replace the limits of liability shown in the Schedule for the Basic First Party Benefit.

Benefits	Limit of Liability (per insured)
<input checked="" type="checkbox"/> Added First Party Benefits	
Medical Expense Benefits	Up to \$ _____
Work Loss Benefits	Up to \$ <u>5,000</u> subject to a maximum of \$ <u>1,000</u> per month
Funeral Expense Benefits	Up to \$ _____
Accidental Death Benefits	\$ _____
<input type="checkbox"/> Combination First Party Benefits	
Maximum Total Limit for All Benefits	Up to \$ _____
Subject to the following individual limits:	
Medical Expense Benefits	No specific dollar amount
Work Loss Benefits	No specific dollar amount
Funeral Expense Benefits	Up to \$ <u>2,500</u>
Accidental Death Benefits	\$ _____

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



**A. COVERAGE**

We will pay Added First Party Benefits or Combination First Party Benefits in accordance with the "Act" up to the limits stated in the Schedule or Declarations to or for an "insured" who sustains "bodily injury" caused by an "accident" and arising out of the maintenance or use of an "auto." We will only pay Combination First Party Benefits for expenses or loss incurred within 3 years from the date of the "accident."

In addition to the Medical Expense Benefits described in the Basic First Party Benefits endorsement, Added First Party Benefits and Combination First Party Benefits also consist of:

1. Work Loss Benefits consisting of:
  - a. loss of income. Up to 80% of the gross income actually lost by an "insured."
  - b. reasonable expenses actually incurred to reduce loss of income by hiring:
    - (1) special help, thereby enabling the "insured" to work; or
    - (2) a substitute to perform the work of a self-employed "insured" would have performed.

However, Work Loss Benefits do not include:

- a. loss of expected income for any period following the death of an "insured;" or
  - b. expenses incurred for services performed following the death of an "insured;" or
  - c. any loss of income, or expenses incurred for services performed, during the first 5 working days the "insured" did not work after the "accident" because of the "bodily injury."
2. Funeral Expense Benefits. Actual expenses incurred for an "insured's" funeral or burial if "bodily injury" resulting from the "accident" causes his or her death within 24 months from the date of the "accident."
  3. Accidental Death Benefits. A death benefit paid if "bodily injury" resulting from an "accident" causes the death of you or any "family member" within 24 months from the date of the "accident."

**B. EXCLUSIONS**

In addition to the exclusions in the Basic First Party Benefit endorsement, the following exclusion also applies.

We will not pay:

Accidental Death Benefits on behalf of any person who intentionally caused or attempted to cause "bodily injury" to himself, herself or any other person.

**C. LIMIT OF INSURANCE**

1. Regardless of the number of covered "autos," premiums paid, claims made, "autos" involved in the accident or insurers providing First Party Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or the Declarations. Combination First Party Benefits are subject to a maximum total single limit of liability with individual limits for specific benefits as shown in the Schedule or Declarations.
2. If Combination First Party Benefits are afforded, we will make available at least the minimum limit required by the "Act" for Basic First Party Benefits. This provision will not change our total limit of liability.

**D. CHANGES IN CONDITIONS**

In addition to the CONDITIONS applicable to the Basic First Party Benefit endorsement the following CONDITION also applies:

**PAYMENT OF ACCIDENTAL DEATH BENEFITS**

The Accidental Death Benefit under this policy will be paid to the executor or administrator of the deceased "insured's" estate. If there is no executor or administrator, benefits shall be paid to:

1. The deceased "insured's" surviving spouse or
2. If there is no surviving spouse, the deceased "insured's" surviving children, or
3. If there is no surviving spouse or surviving children, the deceased "insured's" estate.



COMMERCIAL AUTO

Attached to and forming a part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PENNSYLVANIA UNINSURED MOTORISTS COVERAGE -  
NONSTACKED**

For a covered "auto" licensed or principally garaged in Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO NON-TRUCKING COVERAGE FORM.  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM**A. COVERAGE**

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured" motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle."
2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit."

**B. WHO IS AN INSURED**

1. You.
2. If you are an individual, any "family member."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

**C. EXCLUSIONS**

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**D. LIMIT OF INSURANCE**

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNINSURED MOTORISTS COVERAGE shown in the Declarations.

However, no "insured" will be entitled to receive duplicate payments for the same elements of loss.

2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid for the same damages under this Coverage Form's LIABILITY COVERAGE.
3. Any amount paid under this coverage will reduce any amount an "insured" may be paid for the same damages under this Coverage Form's LIABILITY COVERAGE.

**E. CHANGES IN CONDITIONS**

The CONDITIONS are changed for PENNSYLVANIA UNINSURED MOTORISTS COVERAGE-NONSTACKED as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.
2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to a n "accident" involving an "uninsured motor vehicle" and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid to the extent such payment duplicates any amount we have paid under this coverage.

3. OTHER INSURANCE is recovered by the following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First - The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident."

Second - The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as a named insured or family member.

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

- c. Where there is applicable insurance available under the first priority:

- (1) The LIMIT OF INSURANCE applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and

- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.

- d. If two or more Coverage Forms or policies have equal priority:

- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;

- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim; and

- (3) If we are the insurer against whom the claim is first made, we will pay, subject to the limit of insurance for Uninsured Motorists Coverage shown in the Declarations, after all contributing insurers agree as to:

- (a) whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle;" and

- (b) the amount of damages.

5. The following Condition is added:

#### ARBITRATION

- a. If we and the "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or trailer:

- a. For which no liability bond or policy applies at the time of an "accident."

- b. For which an insuring or bonding company:

- (1) denies coverage;

- (2) is or becomes insolvent; or

- (3) is or becomes involved in insolvency proceedings.

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

- (1) hit an "insured," a covered "auto" or a vehicle an "insured" is "occupying;" or

- (2) cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured," a covered "auto" or a vehicle an "insured" is "occupying."

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under

any applicable motor vehicle law, except a self-insurer who is one who becomes insolvent and cannot provide the amounts required by that motor vehicle law.

- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

COMMERCIAL AUTO

Attached to and forming a part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE -  
NONSTACKED**

For a covered "auto" licensed or principally garaged in Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO NON-TRUCKING COVERAGE FORM.  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM**A. COVERAGE**

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle."
2. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "underinsured motor vehicle" only after all liability bonds or policies have been exhausted by judgments or payments
3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit."

**B. WHO IS AN INSURED**

1. You.
2. If you are an individual, any "family member."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
4. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

**C. EXCLUSIONS**

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability or similar law.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**D. LIMIT OF INSURANCE**

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the LIMIT OF INSURANCE for UNDERINSURED MOTORISTS COVERAGE shown in the Declarations.

However, no "insured" will be entitled to receive duplicate payments for the same elements of loss.

2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid for the same damages under this Coverage Form's LIABILITY COVERAGE.
3. Any amount paid under this coverage will reduce any amount an "insured" may be paid for the same damages under this Coverage Form's LIABILITY COVERAGE.

**E. CHANGES IN CONDITIONS**

The CONDITIONS are changed for PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE - NONSTACKED as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

Promptly send us copies of the legal papers if a "suit" is brought.

2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid to the extent such payment duplicates any amount we have paid under this coverage.

3. OTHER INSURANCE is replaced by following:

- a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First - The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident."

Second- The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as a named insured or family member.

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- c. Where there is applicable insurance available under the first priority:

- (1) The LIMIT OF INSURANCE applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and

- (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under Coverage Form or policy in the first priority.

- d. If two or more Coverage Forms or policies have equal priority:

- (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority.

- (2) The insurer thereafter is entitled to recover pro rate contribution from any other insurer for the benefits paid and the costs of processing the claim; and

- (3) If we are the insurer against whom the claim is first made, we will pay, subject to the limit of insurance for Underinsured Motorists Coverage shown in the Declaration after all contributing insurers agree as to:

- (a) whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle;" and

- (b) the amount of damages

5. The following Condition is added:

#### ARBITRATION

If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages, either party may make a written demand for arbitration. Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Arbitration shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means vehicle for which the sum of all liability bonds or policies that apply at the time of an "accident" do not provide at least the amount an "insured" is legally entitled to recover as damages.

However, an "underinsured motor vehicle" does not include any vehicle

- a. Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

COMMERCIAL AUTO

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PUNITIVE, EXEMPLARY  
AND  
EXTRACONTRACTUAL DAMAGE  
EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO NON-TRUCKING LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

The following exclusion is added:

**PUNITIVE, EXEMPLARY AND EXTRACONTRACTUAL  
DAMAGE**

This policy does not insure against or provide indemnity for fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual loss or damage sustained.

This exclusion applies to all coverages provided under this policy.

COMMERCIAL AUTO

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WRONG DELIVERY OF LIQUID PRODUCTS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

COMMERCIAL AUTO

Attached to and forming part of Policy Number  
ISSUED TO:

EFFECTIVE

TO

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage:"
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," it:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "special nuclear material" or by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;



"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

NICOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PENNSYLVANIA 17402

COMMERCIAL AUTO

Attached to and forming part of Policy Number PAP 1857700495 EFFECTIVE 04/18/1995 TO 04/18/1996

ISSUED TO: JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.  
WILLIAMSPORT PA 17701

LOSS PAYEE: JERSEY SHORE STATE BANK  
300 MARKET STREET  
WILLIAMSPORT PA 17701

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under this policy.

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- |  |   |
|--|---|
| <p>A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to covered "auto."</p> <p>B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embazzelement on your part.</p> <p>C. We may cancel the policy as allowed by the</p> | <p>CANCELLATION Common Policy Conditions.</p> <p>Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notices.</p> <p>D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.</p> |
|--|---|

THIS CLAUSE IS APPLICABLE TO THE FOLLOWING COVERED "AUTO(S)":

					----- DEDUCTIBLES -----			
UNIT#	YEAR	TRADE NAME	BODY TYPE	SERIAL #	INSURED VALUE*	OTHER THAN COLLISION	COLLISION	DUMPING LOSS **
1	1985	WHITE	TRACTOR	1WUYDCFE4FN071239	16,000	1,000	1,000	
2	1969	FRUEHAUF	TRAILER	UNJ325403	4,000	1,000	1,000	
3	1969	FRUEHAUF	TRAILER	UNJ325404	4,000	1,000	1,000	
4	1974	TRLMOBILE	TRAILER	K41315	5,000	1,000	1,000	
6	1969	FRUEHAUF	TRAILER	UNJ325401	4,000	1,000		
7	1969	FRUEHAUF	TRAILER	UNJ325402	4,000	1,000	1,000	
8	1974	TRLMOBILE	TRAILER	K41316	5,000	1,000		
9	1974	TRLMOBILE	TRAILER	K41317	5,000	1,000		

\* If value is shown, coverage is limited to lesser of Insured Value or ACV.

\*\* If the "BODY TYPE" indicated above is a "dump" unit, a special deductible is applicable to each and every loss which occurs while loading and/or unloading in the course of any dumping operation.

INCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PENNSYLVANIA 17402

COMMERCIAL AUTO

Attached to and forming part of Policy Number PAP 1857700495 EFFECTIVE 04/18/1995 TO 04/18/1996

ISSUED TO: JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.  
WILLIAMSPORT PA 17701

LOSS PAYEE: JERSEY SHORE STATE BANK  
300 MARKET STREET  
WILLIAMSPORT PA 17701

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under this policy.

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- |   |   |
|---|---|
| <p>A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to covered "auto."</p> <p>B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embazzlement on your part.</p> <p>C. We may cancel the policy as allowed by the</p> | <p>CANCELLATION Common Policy Conditions.</p> <p>Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notices.</p> <p>D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.</p> |
|---|---|

THIS CLAUSE IS APPLICABLE TO THE FOLLOWING COVERED "AUTO(S)":

UNIT#	YEAR	TRADE NAME	BODY TYPE	SERIAL #	INSURED VALUE*	----- DEDUCTIBLES -----		
						OTHER THAN COLLISION	COLLISION	DUMPING LOSS **
10	1974	TRLMOBILE	TRAILER	K41318	5,000	1,000		
11	1993	J & L	TANK TRLR	1J9P4AT21P2001084	36,312	1,000	1,000	
15	1981	BUTLER	TRAILER	1TB114028BM452714	10,000	1,000	1,000	
16	1979	F-LINER	TRACTOR	CA213HM160222	7,500	1,000	1,000	
17	1988	F-LINER	TRACTOR	1FUP2DYBXJH340788	24,000	1,000	1,000	

\* If value is shown, coverage is limited to lesser of Insured Value or ACV.

\*\* If the "BODY TYPE" indicated above is a "dump" unit, a special deductible is applicable to each and every loss which occurs while loading and/or unloading in the course of any dumping operation.

COMMERCIAL AUTO

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES - OTHER INSURANCE  
HIRED AUTO PHYSICAL DAMAGE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

A. Paragraph 5. b. of the OTHER INSURANCE Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms is replaced by the following:

**5. OTHER INSURANCE**

b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own.

B. Paragraph 5. d. of the OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS Condition in the Truckers Coverage Form and Truckers Endorsement is replaced by the following:

**5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS**

d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own.

COMMERCIAL AUTO

Attached to and forming part of Policy Number  
ISSUED TO:

EFFECTIVE

TO

(If no entry appears above, refer to the Policy Declarations for the information.)

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL AUTO

Attached to and forming part of Policy Number  
ISSUED TO:

EFFECTIVE TO

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PENNSYLVANIA CHANGES -  
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PARTS  
COMMERCIAL CRIME COVERAGE PART\*  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

- A. The CANCELLATION Common Policy Condition is replaced by the following:

**CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. **CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS.**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability

has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time cancellation, shall be certified to the Insurance Commissioner as directly affecting inforce policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.

5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
  7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:
1. **NONRENEWAL**
- If we decide not to renew this policy,

we will mail or deliver written notice of nonrenewal stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

## 2. **INCREASE IN PREMIUM**

If we increase your renewal premium, we will mail or deliver to the first Named Insured:

- a. Written notice of our intent to increase the premium at least 60 days before the effective date of the premium increase; and
- b. An estimate of the increase at least 30 days before the effective date of premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.



COMMERCIAL AUTO

Attached to and forming a part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the P o l i c y Declarations f o r the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO NON-TRUCKING COVERAGE FORM.  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, the Coverage Form is changed as follows:

**A. CHANGES IN CONDITIONS**

The following is added to the GENERAL CONDITIONS section:

**CONSTITUTIONALITY CLAUSE**

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

COMMERCIAL AUTO

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PENNSYLVANIA NOTICE**

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf is not liable for damages from injury, death or loss occurring as a result of any act of omission by any person in the in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or services contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

INLAND MARINE

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

**MOTOR TRUCK CARGO INSURANCE  
TRANSIT AND LOCATION COVERAGE  
(Broad Form)**

**PROPERTY COVERED**

This policy covers all lawful goods and merchandise, except as excluded or restricted by this or any other policy, while loaded for shipment and in transit in or on a "described vehicle."

**COVERED RADIUS OF OPERATION**

The radius of operation is the radius shown in this policy or any other policy to which this insurance applies.

**TERRITORY WHERE COVERAGE APPLIES**

Coverage applies only while the property is in the United States, Canada and Puerto Rico. This includes property that is in transit except to or from Alaska, Hawaii or Puerto Rico.

**COVERAGE AMOUNT**

The most "we" will pay for all covered property is \$2,000.00 (two thousand dollars) on any one item, any one loss, catastrophe or disaster, either in case of partial loss or total loss, salvage charges or expenses or all combined. This amount is excess over any other collectible insurance. If there is other collectible insurance that applies to a covered loss, or would have applied in the absence of this Inland Marine coverage, "we" will pay for the loss only after the full amount from the other insurance has been paid.

**DEDUCTIBLE**

\$1,000.00 (one thousand dollars) deductible applies to each loss after all other adjustments have been made.

**EXTENSION OF COVERAGE**

This extension of coverage does not increase the coverage amount stated above.

Substitute Vehicles - If a "described vehicle" is disabled, "you" may use a replacement vehicle to complete the transit of the covered cargo. This coverage applies only until the covered cargo reaches its original destination. "You" do not have to report the use of these replacement vehicles.

**PROPERTY EXCLUDED**

"We" do not cover:

1. cargo on a vehicle after it has remained at any location for more than 72 hours. This includes locations that "you" own or use.
2. cargo in a detached truck body, trailer or semi-trailer if not a "described vehicle" on the policy.
3. money. This means currency, coins, bank notes, money orders, traveler's checks, bullion and similar items.
4. securities. These are any negotiable or nonnegotiable agreements in writing that have value. They include revenue stamps, other stamps in current use, tokens and tickets.
5. accounts, manuscripts, mechanical drawings and other records and documents.
6. fine arts. "We" do cover these losses if they are caused by fire; lightning; windstorm; earthquake; flood; smoke; explosion; aircraft; spacecraft; self-propelled missiles and objects that fall from these items; vehicles, collision; upset or overturn of a "described vehicle;" collapse of a bridge or culvert; vandalism; theft; attempted theft; or collapse of buildings.
7. livestock or poultry. "We" do cover losses for total death or injury rendering death immediately necessary in consequence of a covered peril.
8. breakage of eggs. "We" do cover losses if two (2) conditions are met. First, the breakage must be caused by a covered peril, secondly, fifty percent (50%) or more of the eggs within each damaged shipping package or crate must be broken. The most "we" will pay for any one (1) package or crate is \$ 200.00.
9. damage to a "described vehicle"
10. tarpaulins, or wrapping materials
11. cargo for which "you" are legally liable while it is in the custody of another carrier. "We" do cover this property if "you" have not waived "your" right to recover for a loss against that carrier.
12. freight charges. "We" do cover freight charges earned prior to a shipment if "you" are legally liable for this charge.

**PERILS COVERED**

"We" cover direct physical loss to covered cargo unless the loss is caused by a peril that is excluded. The loss must be due to an external cause.

**PERILS EXCLUDED**

"We" do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded peril.

"We" do not pay for a loss that results from:

1. a dishonest or illegal act, alone or in collusion with another, by:
  - a. "you;"
  - b. others who have an interest in the property;
  - c. others to whom "you" entrust the property; or
  - d. the employees or agents of a., b. or c., whether or not they are at work.

"We" do cover loss caused by dishonest acts by carriers or other bailees or hire.
2. mysterious disappearance.
3. theft of a part of the contents of any shipping package.
4. misdelivery.
5. corrosion or rust.
6. the following:
  - a. breakage;
  - b. marring or scratching;
  - c. leakage, evaporation or shrinkage;
  - d. mold or rot.
  - e. property becoming soured, scented, discolored or changed in flavor.
  - f. contact with oil; and
  - g. the contact of one commodity with another.

"We" do cover these losses if they are caused by fire; lightning; windstorm; earthquake; flood; smoke; explosion; aircraft; spacecraft; self-propelled missiles and objects that fall from these items; vehicles, collision; upset or overturn of a described vehicle; collapse of a bridge or culvert; vandalism; theft; attempted theft; or collapse of buildings.
7. mechanical or electrical breakdown or failure. If a fire or explosion results, "we" do cover the loss caused by the fire or explosion.
8. breakdown or failure of a refrigerating unit.
9. breakdown or failure of heating equipment installed in a cargo compartment.
10. loading cargo onto or unloading it from a "described vehicle."
 

"We" do provide coverage for these perils if "you" carry primary insurance for these type hazards.
11. rough handling or poor packing.
12. strike, riot or civil commotion.

There are other perils that are not covered. These are listed in the Inland Marine General Terms.

**VALUATION**

This replaces the "Valuation" provision in the Inland Marine General Terms. The value of the property will be based on the following amounts:

1. If there is an invoice, the property will be valued at the cost shown on the invoice.
2. If there is no invoice:
  - a. property that is sold but not delivered will be valued at its net selling price after all discounts and allowances have been taken.
  - b. all other property will be valued at its actual cash value.
3. The property of others will be valued at the amount that "you" are liable for to the owner. This includes the cost of labor and materials that "you" have invested in the property. However, the value of this property will never be more than its actual cash value.
4. exhibitions and displays will be valued at "your" cost if they belong to "you."
5. negatives and film prints will be valued at the cost to replace these items with an equal amount of raw stock.
6. if exclusion #5 under "PROPERTY EXCLUDED" has been deleted than accounts, manuscripts, mechanical drawings and other records and documents will be valued at the cost to replace them with an equal amount of raw stock, plus the cost to duplicate them from original materials if they can be duplicated.
7. all other property will be valued at its actual cash value.

**BRANDS AND LABELS**

If covered property that has a brand or label is damaged by a covered peril and "we" agree to take all or part of the property at an agreed or appraised value, "you" must:

1. stamp "salvage" on the property or its container; or
2. remove the label.

Stamping "Salvage" or removing the label must not cause further physical damage to property. The expense of "stamping" or removal will be charged to salvaging expense.

**AMOUNT WE PAY**

This replaces the "Amount We Pay" provision in the Inland Marine General Terms. The smallest of the amounts shown below is the most that "we" will pay "you" for a loss.

1. the amount of "your" interest in the property.
2. the value shown in the tariff document, bill of lading or shipping receipt.
3. the amount determined by the valuation clause.
4. the cost to repair, rebuild or replace the property with material of like kind and quality.
5. the coverage amount shown.

In all cases, the amount "we" pay will be excess over any collectible insurance "you" carry. "We" will pay for the loss only after the full amount from the other insurance has been paid.

**PREMISES PROTECTION**

"You" must maintain in proper working order the protective devices that were in operation on the effective date of this coverage. "Your" failure to do so will void coverage at the premises where the device is located. Coverage will not be void if the operation of the device is suspended because of:

1. a maintenance, repair, adjustment or service operation; or
2. an event that is beyond "your" control.

**DEFINITIONS**

In addition to the definitions in the Inland Marine General Terms, the following definitions apply :

"described vehicle" - a unit described under SECTION I - COVERED AUTOS of the Commercial Automobile division of this package policy. For the purpose of this coverage a described vehicle of the Commercial Tractor type shall include any undescribed attached trailer(s) or semi-trailer(s).

commercial tractor - is a unit not designed to carry or transport any property, goods or merchandise in and of its self except by the use of a trailer or semitrailer

**DEDUCTIBLE WAIVER**

The deductible for this coverage shall be waived if at the time of loss "we" provided cargo coverage for "you" under a separate Inland Marine Floater Policy.

INLAND MARINE

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

**AGREEMENT**

In return for "your" payment of the required premium, "we" provide the Inland Marine coverage described in this policy during the policy period subject to the:

1. Inland Marine General "Terms."
2. Inland Marine coverage "terms."
3. Policy "terms" that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties.

**INLAND MARINE GENERAL TERMS****DEFINITIONS**

1. The words "you" and "your" mean the person, persons or organization named on the Declarations.
2. The words "we," "us" and "our" mean the company providing this insurance.
3. "Insured" means "you." With respect to covered property that is not used for business, the insured also means:
  - a. "your" spouse;
  - b. "your" relatives if residents of "your" household;
  - c. persons under the age of 21 in "your" care or the care of "your" resident relatives; or
  - d. "your" legal representative if "you" die while insured by this policy. (This person is an "insured" only for the covered property.)
4. "Business" means a trade, profession or occupation whether full or part time. This includes:
  - a. the rental of property to others; and
  - b. farming.
5. "Described premises" means that part of the building and grounds which "you" occupy at the location shown.
6. "Terms" means the conditions, definitions, exclusions, limitations and provisions used in this policy.

**PERILS EXCLUDED**

"We" do not pay for a loss if one or more of the following excluded perils apply to the loss, regardless of other causes or events that contribute to or aggravate the loss whether such causes or events act to produce the loss before, at the same time as or after the excluded peril. "We" do not pay for a loss that results from:

1. wear and tear to covered property.
2. gradual deterioration of covered property.
3. a fault or weakness that is intrinsic to the property which causes it to break, spoil, become defective or destroy itself.
4. insects or vermin damage to covered property.
5. delay, loss of market, loss of use, or "business" interruption.
6. obsolescence or depreciation of covered property.
7. war. This means:
  - a. declared war, undeclared war, civil war, insurrection, rebellion or revolution;
  - b. a warlike act by a military force or by military personnel;
  - c. the destruction, seizure or use of the property for a military purpose; or
  - d. the discharge of a nuclear weapon even if it is accidental.
8. civil authority. This means:
  - a. seizure of destruction under quarantine or customs regulations;
  - b. confiscation or destruction by order of a government or public authority; or
  - c. risks of contraband or illegal transportation or trade.
9. nuclear hazard. This means nuclear reaction, nuclear radiation or radioactive contamination:
  - a. whether controlled or uncontrolled; or
  - b. caused by, contributed to or aggravated by a peril covered by this policy. A loss caused by nuclear hazard will not be

considered to be a loss caused by fire, explosion or smoke. If fire is covered by this policy, "we" do cover the loss caused by a fire that results from the nuclear hazard.

10. other perils that are not covered. These are listed for each coverage.

"We" do not pay for such excluded loss even if the following contribute to, aggravate or cause the loss:

1. the act or decision of a person, group, organization or governmental body. This includes the failure to act or decide.
  2. a fault, defect or error, negligent or not, in:
    - a. planning, zoning, surveying, siting, grading, compacting, land use, or development of property.
    - b. the design, blueprint, specification, workmanship, construction, renovation, remodeling or repair of property. This includes the materials needed to construct, remodel or repair the property.
    - c. maintenance of property.
- These apply whether or not the property is covered by this policy.
3. a condition of the weather.
  4. the collapse of a building or structure.

#### WHAT MUST BE DONE IN CASE OF LOSS

1. **Protect the Property.** The "insured" must take all reasonable steps to protect or recover the covered property after a loss has occurred.
2. **Notice.** The "insured" must promptly notify "us" or "our" agent, in writing if requested.
3. **Notice to Police.** The "insured" must promptly notify the police if the loss results from a violation of the law.
4. **Proof of Loss.** The "insured" must send "us" a statement of loss, under oath if requested within 90 days after the loss occurs. The following information must be included:
  - a. the date, time, place and details of the loss.
  - b. other insurance that may cover the loss.
  - c. "your" interest and the interest of all others in the property involved in the loss. This includes all mortgages and liens.
  - d. changes in the title to the covered property during the policy period.
  - e. detailed estimates for the repair or replacement of the covered property.
  - f. an inventory of lost, damaged and all remaining covered property. This must

show in detail the quantity, description, cost and actual cash value of the property and the amount of the loss. Copies of all bills, receipts and related documents that substantiate the inventory must be attached.

5. **Additional Duties.** As often as "we" may reasonably request, an "insured" must:
  - a. submit to an examination under oath.
  - b. assist "us" in obtaining the attendance of employees for examination under oath.
  - c. exhibit damaged and undamaged property.
  - d. produce all records that relate to value, loss and cost, and permit copies and abstracts to be made from them.
6. **Cooperation.** The "insured" must cooperate with "us" in performing all acts that are required by this Inland Marine coverage.
7. **Volunteer Payments.** The "insured" may not voluntarily make payments, assume obligations, pay or offer rewards or incur other expenses, except at the "insured's" own expense.
8. **Abandonment.** The "insured" may not abandon the property to "us" without "our" written consent.

#### HOW MUCH WE PAY

1. **Actual Cash Value.** Actual cash value includes a deduction for depreciation, however caused.
2. **Valuation.** Valuation is based on the actual cash value of the property at the time of loss.
3. **The Amount We Pay.** The smallest of the amounts shown below is the most that "we" will pay for a loss:
  - a. the amount determined under "Valuation."
  - b. the cost to repair, replace or rebuild the property with material of like kind and quality.
  - c. the amount of "your" interest in the property.
  - d. the coverage amount shown.

This amount will be adjusted by the deductible amount, coinsurance penalty or other limitation which may apply.

4. **Loss to Pairs or Sets.** If there is a loss to an item that is part of a pair or set, at "your" option "we" will pay the full actual cash value up to the coverage amount shown for the pair or set. "You" will give "us" the remainder of the pair or set. If "you" do not choose this option, "we" will pay only for a reasonable part of the actual cash value of the pair or set.
5. **Loss to Parts.** If there is a loss to an



item that consists of several parts, "we" will pay only for the loss of that part. A loss to a part is not considered to be a loss to the whole item.

6. **Insurance Under More Than One Policy.** If there is other collectible insurance that applies to a covered loss, or would have applied in the absence of this Inland Marine coverage, "we" will pay for the loss only after the full amount from the other insurance has been paid.
7. **Insurance Under More Than One Coverage.** If more than one coverage applies to the same loss, "we" will pay no more than the actual amount of the loss.
8. **Losses Paid By Others.** "We" will not pay for that part of a loss that has been paid by someone else.
9. **Restoring the Coverage Amount.** The payment of a claim will not reduce the coverage amount. If "we" pay a loss for items that are separately listed and the coverage amount that applies to these items is reduced at "your" request, "we" will return the unearned premium for these items to "you."

#### LOSS PAYMENT

1. **Our Options.** "We" may:
  - a. pay the loss in money; or
  - b. repair, replace or rebuild the property. "We" must give the "insured" notice of "our" intent to do so within 30 days after "we" received a satisfactory proof of loss.  
  
"We" may take all or a part of the damaged property at the agreed or appraised value. Property that "we" have paid for or replaced will become "our" property.
2. **Your Property.** "We" will adjust all losses with "you." Payment will be made to "you" unless a loss payee is named with respect to this Inland Marine coverage.
3. **Property of Others.** Loss to property of others may be adjusted with "you." "We" reserve the right to adjust the loss with the owner. "Our" payment to the owner will satisfy "our" obligation to "you" for loss to this property. At "our" option, without cost to "you," "we" may choose to defend "you" from suits which result from a covered loss to the property of others.
4. **When We Pay.** "We" will pay for a loss within 30 days after a satisfactory proof of loss is received and the amount of the loss has been agreed to in writing.

#### CLAIMS AGAINST OTHERS

1. **Subrogation.** If "we" pay for a loss, "we" may require the "insured" to assign to "us" the right of recovery against others. "We" will not pay for a loss if the "insured" impairs this right to recover. The "insured's" right to recover from others may be waived in writing before a loss occurs.

2. **Loan Receipts.** When we believe that a loss can be recovered from others;
  - a. "we" may make an advance payment to "you" in the form of a loan.
  - b. at "our" expense, "we" will be allowed to bring suit in the "insured's" name against those who are responsible for the loss.
  - c. the loan will be repaid from the amount recovered.
3. **Recoveries.** The "insured" must notify "us" or "we" must notify the "insured" promptly if either receives a recovery for a loss which "we" have paid. The costs that are incurred by either party in making the recovery are to be reimbursed first. "We" are entitled to the surplus up to the amount that "we" have paid for the loss. The "insured" may then keep any excess.

#### DISAGREEMENTS

1. **Appraisal.** If "you" and "we" do not agree on the amount of the loss, the actual cash value of the property or the cost to repair or replace the property, either party may demand that these amounts be determined by appraisal. If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court in the state where the appraisal is pending to select an umpire.

The appraisers will determine:

- a. the amount of the loss;
- b. the actual cash value of the property; and
- c. the cost to repair or replace the property.

Each amount will be stated separately.

If the appraisers submit a written report of an agreement to "us," the agreement will establish these amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written agreement by any two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and other expenses of the appraisal will be shared equally by "you" and "us."

2. **Suit Against Us.** No suit to recover for a loss may be brought against us unless:
  - a. all the "terms" of this Inland Marine coverage have been complied with; and
  - b. the suit is commenced within one year after the loss.

**OTHER POLICY CONDITIONS**

1. **Conformity With Statutes.** The "terms" of this Inland Marine coverage in conflict with statutes of the state where this policy is issued are changed to conform to those statutes.
2. **Continuous Policies.** If this policy is issued on a continuous basis (with no specific date of expiration), "we" may substitute or "we" may add at each anniversary date the forms and endorsements then authorized for use with this Inland Marine coverage.
3. **Liberalization.** If a revision of a form endorsement which would broaden coverage without an additional premium is adopted during the policy period, or within 6 months before the Inland Marine coverage is effective, the broadened coverage will apply.
4. **Misrepresentation, Concealment or Fraud.** This Inland Marine Coverage is void if before or after a loss:
  - a. the "insured" has concealed or misrepresented
    - (1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - (2) an "insured's" interest herein.
  - b. there has been fraud or false swearing by an "insured" with regard to a matter that relates to this insurance or the subject thereof.
5. **No Benefit to Bailee.** This Inland Marine coverage will not benefit those who are paid to assume custody of the covered property.
6. **Reporting Terms Only.** This Inland Marine coverage may be subject to reporting "terms." If it is cancelled, "you" must report the required amounts as of the cancellation date.

INLAND MARINE

Attached to and forming part of Policy Number

EFFECTIVE

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

## COMMON POLICY CONDITIONS

1. **Assignment** - This policy is void if it is assigned without "our" written consent.
2. **Cancellation** - "You" may cancel this policy by returning it to "us" or by giving "us" a written notice and statement at what future time coverage is to cease.

"We" may cancel this policy, or one or more of its parts, by giving "you" a written notice at least 10 days before the cancellation is to take effect. The notice will state the time that the cancellation is to take effect. The notice will be sent to "your" mailing address last known to "us."

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification or Waiver of Policy Terms** - A change or waiver of terms of this policy must be issued by "us" in writing to be valid.
4. **Inspections** - "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful or in compliance with laws, rules or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** - "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

Attached to and forming part of Policy Number

EFFECT

TO

ISSUED TO:

(If no entry appears above, refer to the Policy Declarations for the information.)

**NOTICE**

We advise t h a t an investigation m a y be made regarding information as to character, general reputation, personal characteristics and mode of living. Information on the nature and scope of the report is available upon written request.

LINCOLN GENERAL INSURANCE COMPAN  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

Insured:	JHM ENTERPRISES, INC. 1200 VALLAMONT DRIVE, N.W.
	WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
Endorsement Number...: 1  
Endorsement Effective: 05/15/1995

UNIT # 1 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCM	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1991	ITE	TRACTOR	1WJYDCFE4FN071239	C	73280	IN	50521	380	PA	81	10	WILLIAMSPORT		

THIS LOSS PAYEE IS ADDED TO UNIT # 1

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

UNIT # 2 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCM	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1969	FRUEHAUF	TRAILER	UNJ325403	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		

THIS LOSS PAYEE IS ADDED TO UNIT # 2

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

UNIT # 3 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCM	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1969	FRUEHAUF	TRAILER	UNJ325404	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		

THIS LOSS PAYEE IS ADDED TO UNIT # 3

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

UNIT # 4 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCM	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1974	TRLMOBILE	TRAILER	K41315	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		

\*\*\* CONTINUED \*\*\*

LINCOLN GENERAL INSURANCE COMPAN.  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 2

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996

Endorsement Number...: 1  
Endorsement Effective: 05/15/1995

THIS LOSS PAYEE IS ADDED TO UNIT # 4

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

INIT # 5 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1967	FRUEHAUF	TRAILER	UNEF290102	C	50000	IN	67521	380	PA	81			10 WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 5

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

INIT # 6 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1969	FRUEHAUF	TRAILER	UNJ325401	C	50000	IN	67521	380	PA	81			10 WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 6

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

INIT # 7 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
1969	FRUEHAUF	TRAILER	UNJ325402	C	50000	IN	67521	380	PA	81			10 WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 7

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

\*\*\* CONTINUED \*\*\*

HOME OFFICE COPY

LINCOLN GENERAL INSURANCE COMPAN.  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 3

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent here with, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
Endorsement Number...: 1  
Endorsement Effective: 05/15/1995

NIT # 8 CHANGED \*\*\*\*\*

ear Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
974 TRLMOBILE	TRAILER	K41316	C	50000	IN	67521	380	PA	81			10 WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 8

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

NIT # 9 CHANGED \*\*\*\*\*

ear Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
974 TRLMOBILE	TRAILER	K41317	C	50000	IN	67521	380	PA	81			10 WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 9

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

NIT # 10 CHANGED \*\*\*\*\*

ear Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
974 TRLMOBILE	TRAILER	K41318	C	50000	IN	67521	380	PA	81			10 WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 10

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

NIT # 11 CHANGED \*\*\*\*\*

ear Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
993 J & J	TANK TRLR	1J9P4AT21P2001084	C	50000	IN	67521	220	PA	81			10 WILLIAMSPORT	

\*\*\* CONTINUED \*\*\*



LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 4

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix..... PAP  
Policy Number..... 1857700495  
Policy Period..... 04/18/1995 to 04/18/1996  
Endorsement Number... 1  
Endorsement Effective: 05/15/1995

THIS LOSS PAYEE IS ADDED TO UNIT # 11

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

UNIT #	14	CHANGED	*****											
Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rate Premium
1986	FREIGHTLIN TRACTOR		1FUPYDYB9GP287269	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT		

THIS LOSS PAYEE IS ADDED TO UNIT # 14

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

UNIT #	15	CHANGED	*****											
Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rate Premium
1981	WFLER TRAILER		1TB114028BM452714	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		

THIS LOSS PAYEE IS ADDED TO UNIT # 15

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

UNIT #	16	CHANGED	*****											
Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rate Premium
1979	F-LINER TRACTOR		CA213HM160222	C	80000	IN	50521	380	PA	81	10	WILLIAMSPORT		

THIS LOSS PAYEE IS ADDED TO UNIT # 16

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

\*\*\* CONTINUED \*\*\*

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 5

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
Endorsement Number...: 1  
Endorsement Effective: 05/15/1995

UNIT # 17 CHANGED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVN	Dis	Class	Pc	St	City	Terr	Garaging City	Pro-Rate Premium
1988	F-LINER	TRACTOR	1FUP2DYBXJH340788	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT	

THIS LOSS PAYEE IS ADDED TO UNIT # 17

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1063 03 93	SCHEDULE OF COVERED AUTOS
AD'	CA9944 12 93A	LOSS PAYABLE CLAUSE FOR: JERSEY SHORE STATE BANK

ENDORSEMENT TOTAL 0

Agent: 5520/0000  
SUSQUEHANNA INS. ASSOC., INC.  
6 E. 18TH STREET  
SELINGROVE PA 17870

Authorized Representative

Endorsement Issued: 5/26/95

SYOUNG

Insureds Name: JHM ENTERPRISES, INC

SCHEDULE OF COVERED AUTO CHANGES  
(Per Endorsement No: 1 )

Page: 1

LIABILITY COVERAGE AFFORDED TO A SCHEDULED POWER UNIT A L S O APPLIES TO A N Y ATTACHED  
TRAILER O R SEMI-TRAILER S U B J E C T TO ALL CONDITIONS AND OTHER TERMS OF THE POLICY.

NIT#	Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCM	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City
1	1985	WHITE	TRACTOR	1WJYDCFE4FN071239	C	73280	IN	50521	380	PA	81	10	WILLIAMSPORT	
2	1969	FRUEHAUF	TRAILER	-S UNJ325403	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
3	1969	FRUEHAUF	TRAILER	-S UNJ325404	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
4	1974	TRLMOBILE	TRAILER	-S K41315	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
5	1967	FRUEHAUF	TRAILER	-S UNEF290102	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
6	1969	FRUEHAUF	TRAILER	-S UNJ325401	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
7	1969	FRUEHAUF	TRAILER	-S UNJ325402	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
8	1974	TRLMOBILE	TRAILER	-S K41316	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
9	1974	TRLMOBILE	TRAILER	-S K41317	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
10	1974	TRLMOBILE	TRAILER	-S K41318	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
11	1993	J & J	TANK TRLR	-S 1J9P4AT21P2001084	C	50000	IN	67521	220	PA	81	10	WILLIAMSPORT	
14	1986	FREIGHTLIN	TRACTOR	1FUPYDYB9GP287269	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT	
15	1981	BUTLER	TRAILER	-S 1TB114028BM452714	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT	
16	1979	F-LINER	TRACTOR	CA213HM160222	C	80000	IN	50521	380	PA	81	10	WILLIAMSPORT	
17	1988	F-LINER	TRACTOR	1FUP2DYBXJH340788	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT	

Policy # PAP 185770 0495 Insureds Name M ENTERPRISES, INC.

Page: 2

----- COVERAGE and PREMIUM BREAKDOWN -----  
 (Per Endorsement No: 1 )

Company Unit Number Insureds Unit Number	----- UNITS -----									
	1		2		3		4		5	
	1 CHANGE		4 CHANGE		5 CHANGE		6 CHANGE		7 CHANGE	
LIABILITY	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium
Liability	750,000		UNHOOKED		UNHOOKED		UNHOOKED		UNHOOKED	
Personal Injury Protection	5,000		COVERAGE		COVERAGE		COVERAGE		COVERAGE	
Additional Benefits										
Medical Expense										
Work Loss	5,000									
Accidental Death										
Funeral Expense										
Combined First Party										
Catastrophic Medical										
Medical Payments										
Punitive Damage										
UNinsured Motorist	35,000									
UNDERinsured Motorist	35,000									
Owned/Hired	OWNED		OWNED		OWNED		OWNED		OWNED	
Property Dmg Deductible										
PD Deductible Factor										
Rating Code/Line Code	63		65		65		65		65	
Rating Factor %										
Zone Group/Trailer Discnt	1 N		1 N		1 N		1 N		1 N	
L IABILITY TOTAL ----->										

PHYSICAL DAMAGE	Rating		Rating		Rating		Rating		Rating	
Cost New	30,000		25,000		25,000		25,000		25,000	
Estimated Value	16,000		4,000		4,000		5,000		4,000	
Depreciated Value	10,678		6,371		6,371		6,371		6,371	
Dumping Code	N		N		N		N		N	
Dumping Deductible										
Seating Capacity										
Rating Code/Line Code	63		65		65		65		65	
Rating Factor %										
Stated Amount/Zones	Y 00-00		Y 00-00		Y 00-00		Y 00-00		Y 00-00	
Owned/Hired	OWNED		OWNED		OWNED		OWNED		OWNED	
	Amount		Amount		Amount		Amount		Amount	
Loss of Use	3,000		3,000		3,000		3,000		3,000	
Rental Reimbursement										
Tarps/Chains (cost new)										
CB/Telephone Value										
(rem. included in comp)										
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Comprehensive	1,000		1,000		1,000		1,000		1,000	
Specified Causes of Loss										
Collision	1,000		1,000		1,000		1,000		1,000	
PHYSICAL DAMAGE TOTAL ->										

Premium to Value %	8.43		5.18		5.18		5.16		5.18	
PREMIUM TOTAL per UNIT ->										

State Surchg/Tax - Code										
Co. Surchg/Tax - Code										
City Surchg/Tax - Code										
TOTAL per UNIT ->										

State Surchg/Tax - Code					
Co. Surchg/Tax - Code					
City Surchg/Tax - Code					
TOTAL per UNIT ->					

Policy # PAP 185770 0495 Insureds Name ENTERPRISES, INC.

Page: 4

----- COVERAGE and PREMIUM BREAKDOWN -----  
 (Per Endorsement No: 1 )

Company Unit Number Insureds Unit Number	UNITS									
	11		14		15		16		17	
	CHANGE		CHANGE		CHANGE		CHANGE		CHANGE	
	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium
LIABILITY	UNHOOKED		750,000		UNHOOKED		750,000		750,000	
Liability	COVERGE		5,000		COVERGE		5,000		5,000	
Personal Injury Protection										
Additional Benefits										
Medical Expense			5,000				5,000		5,000	
Work Loss										
Accidental Death										
Funeral Expense										
Combined First Party										
Catastrophic Medical										
Medical Payments										
Punitive Damage										
Uninsured Motorist			35,000				35,000		35,000	
UNDERinsured Motorist			35,000				35,000		35,000	
Owned/Hired	OWNED		OWNED		OWNED		OWNED		OWNED	
Property Dmg Deductible										
PD Deductible Factor										
Rating Code/Line Code	65		63		65		63		63	
Rating Factor %										
Zr Group/Trailer Discnt	1 N		1 N		1 N		1 N		1 N	
L IITY TOTAL ----->										

	Rating		Rating		Rating		Rating		Rating	
PHYSICAL DAMAGE										
Cost New	36,312		55,000		32,000		20,000		60,000	
Estimated Value	36,312		19,000		10,000		7,500		24,000	
Depreciated Value	28,119		21,275		8,155		5,096		27,422	
Dumping Code	N		N		N		N		N	
Dumping Deductible										
Seating Capacity										
Rating Code/Line Code	65		63		65		63		63	
Rating Factor %										
Stated Amount/Zones	Y 00-00		Y 00-00		Y 00-00		Y 00-00		Y 00-00	
Owned/Hired	OWNED		OWNED		OWNED		OWNED		OWNED	
	Amount		Amount		Amount		Amount		Amount	
Loss of Use	3,000		3,000		3,000		3,000		3,000	
Rental Reimbursement										
Tarps/Chains (cost new)										
CB/Telephone Value										
(Inc. included in comp)										
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Comprehensive	1,000		1,000		1,000		1,000		1,000	
Specified Causes of Loss										
Collision	1,000		1,000		1,000		1,000		1,000	
PHYSICAL DAMAGE TOTAL ->										

Premium to Value %	2.60		6.16		5.24		11.96		4.78	
PREMIUM TOTAL per UNIT ->										

State Surchg/Tax - Code										
Co. Surchg/Tax - Code										
City Surchg/Tax - Code										
TOTAL per UNIT ->										

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

Insured:	JHM ENTERPRISES, INC. 1200 VALLAMONT DRIVE, N.W.  WILLIAMSPORT PA 17701-0000
----------	---

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
  
Endorsement Number...: 2  
Endorsement Effective: 04/18/1995

IT # 11 CHANGED \*\*\*\*\*  

Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
L	TANK TRLR	1J9P4AT21P2001084	C	50000	IN	67521	220	PA	81	10	WILLIAMSPORT		

## ENDORSEMENT SCHEDULE CHANGES

NUMBER	FORM / ENDORSEMENT DESCRIPTION
DDDED L 1063 03 93	SCHEDULE OF COVERED AUTOS
EPLACE CA9944 12 93A	LOSS PAYABLE CLAUSE FOR: JERSEY SHORE STATE BANK

ENDORSEMENT TOTAL	0
-------------------	---

Agent:	SUSQUEHANNA INS. ASSOC., INC. 6 E. 18TH STREET SELINGROVE PA 17870	5520/0000
--------	--	-----------

Authorized Representative  
Endorsement Issued: 6/12/95



Insureds Name: JHM ENTERPRISES, IN

SCHEDULE OF COVERED AUTO CHANGES  
(Per Endorsement No: 2 )

Page: 1

LIABILITY COVERAGE AFFORDED TO A SCHEDULED POWER UNIT A L S O APPLIES TO A N Y ATTACHED  
TRAILER O R SEMI-TRAILER S U B J E C T TO ALL CONDITIONS AND OTHER TERMS OF THE POLICY.

IT#	Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City
11	1993	J & L	TANK TRLR	-S 1J9P4AT21P2001084	C	50000	IN	67521	220	PA	81		10	WILLIAMSPORT

Policy # PAP 185770 0495 Insureds Name ENTERPRISES, INC.

Page: 2

----- COVERAGE and PREMIUM BREAKDOWN -----  
 (Per Endorsement No: 2 )

Company Unit Number Insureds Unit Number	UNITS									
	11									
	CHANGE									
LIABILITY	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium
Liability	UNHOOKED									
Personal Injury Protection	COVERAGE									
Additional Benefits										
Medical Expense										
Work Loss										
Accidental Death										
Funeral Expense										
Combined First Party										
Catastrophic Medical										
Medical Payments										
Punitive Damage										
UNinsured Motorist										
UNDERinsured Motorist										
Owned/Hired	OWNED									
Property Dmg Deductible										
PD Deductible Factor										
Rating Code/Line Code	65									
Rating Factor %										
Zero Group/Trailer Discnt	1 N									
LIABILITY TOTAL ----->										

	Rating		Rating		Rating		Rating		Rating	
PHYSICAL DAMAGE										
Cost New	36,312									
Estimated Value	36,312									
Depreciated Value	28,120									
Dumping Code	N									
Dumping Deductible										
Seating Capacity										
Rating Code/Line Code	65									
Rating Factor %										
Stated Amount/Zones	Y 00-00									
Owned/Hired	OWNED									
	Amount		Amount		Amount		Amount		Amount	
Loss of Use	3,000									
Rental Reimbursement										
Tarps/Chains (cost new)										
CB/Telephone Value										
(cost included in comp)										
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Comprehensive	1,000									
Specified Causes of Loss										
Collision	1,000									
PHYSICAL DAMAGE TOTAL -->										

Premium to Value %	2.60									
PREMIUM TOTAL per UNIT -->										

State Surchg/Tax - Code										
Co. Surchg/Tax - Code										
City Surchg/Tax - Code										
TOTAL per UNIT -->										

LINCOLN GENERAL INSURANCE COMP  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

his endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent here  
ith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
Endorsement Number...: 3  
Endorsement Effective: 06/01/1995

## \*\*\*\*\* DRIVER(S) CHANGED \*\*\*\*\*

HE NAME OF A CURRENTLY INCLUDED DRIVER ON FORM L1025 HAS BEEN CHANGED TO READ AS FOLLOWS:

R CHANGED - SEQ # 0003

DRIVER NAME  
WILLIAM T BROWN

BIRTH DATE OPERATOR NUMBER  
12/29/60 19052931

STATE SOC.SEC.NO. MVR  
PA 182-52-0275 Y

## \*\*\*\*\* DRIVER(S) DELETED \*\*\*\*\*

FORM L1025 IS REPLACED ON THE POLICY BECAUSE OF THE DELETION OF ACTIVE DRIVER:

RIVER DELETED - SEQ # 0011

DRIVER NAME  
RUSTY FRY

BIRTH DATE OPERATOR NUMBER  
11/26/58 18329847

STATE SOC.SEC.NO. MVR  
PA R

## \*\*\*\*\* DRIVER(S) DELETED \*\*\*\*\*

FORM L1025 IS REPLACED ON THE POLICY BECAUSE OF THE DELETION OF ACTIVE DRIVER:

R DELETED - SEQ # 0015

DRIVER NAME  
CHRIS HABERSTROH

BIRTH DATE OPERATOR NUMBER  
12/25/54 17789257

STATE SOC.SEC.NO. MVR  
PA R

## \*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

RIVER ADDED - SEQ # 0032

DRIVER NAME  
ROBERT BROWN

BIRTH DATE OPERATOR NUMBER  
12/20/32 RD309311

STATE SOC.SEC.NO. MVR  
OH N

LINCOLN GENERAL INSURANCE COMP  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 2

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent here  
with, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

Insured:  
JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.  
WILLIAMSPORT PA 17701-0000

Policy Prefix..... PAP  
Policy Number..... 1857700495  
Policy Period..... 04/18/1995 to 04/18/1996  
Endorsement Number... 3  
Endorsement Effective: 06/01/1995

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0033

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
CHARLES COCHRAN	7/01/67	21284745	PA		Y

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0034

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
RICHARD E FREDERICK	12/16/53	16331001	PA		Y

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0035

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
MAEL FREEZER	1/15/55	16547100	PA		Y

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0036

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
THOMAS HEATH	6/09/51	15282772	PA		Y

LINCOLN GENERAL INSURANCE COMP  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 3

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
Endorsement Number...: 3  
Endorsement Effective: 06/01/1995

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0037

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
D...ID L HERB, SR	4/19/53	16842177	PA		Y

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0038

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
RALPH JONES	5/24/64	20452332	PA		Y

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0039

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
J... S KIRESKI	1/15/49	15535045	PA		Y

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0040

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
RICHARD NICHOLS	1/16/54	16394860	PA		Y

LINCOLN GENERAL INSURANCE COMP  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 4

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix..... PAP  
Policy Number..... 1857700495  
Policy Period..... 04/18/1995 to 04/18/1996  
Endorsement Number... 3  
Endorsement Effective: 06/01/1995

## \*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

DRM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

RIVER ADDED - SEQ # 0041

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
D. LO REED	10/08/60	19107192	PA		Y

## \*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

DRM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

RIVER ADDED - SEQ # 0042

DRIVER NAME	BIRTH DATE	OPERATOR NUMBER	STATE	SOC.SEC.NO.	MVR
KEITH SUMMER	11/22/55	16983979	PA		Y

## \*\*\*\*\* IT # 5 DELETED \*\*\*\*\*

ar Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
67 FRUEHAUF	TRAILER	UNEF290102	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT	

- Liability Coverage	DELETED from UNIT #	5	ANNUAL \$	122			107-
Physical Damage Coverage	DELETED from UNIT #	5	ANNUAL \$	207			182-
THE FOLLOWING LOSS PAYEE	REMOVED FROM UNIT #	5					

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

LINCOLN GENERAL INSURANCE COMP  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 5

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

<b>Insured:</b> JHM ENTERPRISES, INC. 1200 VALLAMONT DRIVE, N.W.  WILLIAMSPORT PA 17701-0000
--

Policy Prefix..... PAP  
Policy Number..... 1857700495  
Policy Period..... 04/18/1995 to 04/18/1996  
  
Endorsement Number... 3  
Endorsement Effective: 06/01/1995

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1063 03 93	SCHEDULE OF COVERED AUTOS
ADDED	L 1025 02 92	DRIVER SCHEDULE
REPLACE	CA9944 12 93A	LOSS PAYABLE CLAUSE FOR: JERSEY SHORE STATE BANK
		ENDORSEMENT TOTAL 289-

Agent: SUSQUEHANNA INS. ASSOC., INC. 6 E. 18TH STREET  SELINGROVE PA 17870	5520/0000
--	-----------

Authorized Representative  
Endorsement Issued: 8/01/95



LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

8/01/95

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701

Re: Policy Number: PAP 1857700495

Insured.....: JHM ENTERPRISES, INC.

Gentlemen:

Please be advised that the unit described below has been DELETED  
from the subject policy effective 06/01/1995:

Unit#	Mdl	Yr	---Make---	---Type---	-----Serial Number-----
5	1967		FRUEHAUF	TRAILER	UNEF290102

Therefore, your interest is NULL and VOID effective 06/01/1995.

Sincerely

LINCOLN GENERAL INSURANCE COMPANY

UNDERWRITING DEPARTMENT

cc: SUSQUEHANNA INS. ASSOC., INC.

Insureds Name: JIM ENTERPRISES, INC.

SCHEDULE OF COVERED AUTO CHANGE  
(Per Endorsement No: 3 )

Page: 1

LIABILITY COVERAGE AFFORDED TO A SCHEDULED POWER UNIT A L S O APPLIES TO A N Y ATTACHED  
TRAILER O R SEMI-TRAILER S U B J E C T TO ALL CONDITIONS AND OTHER TERMS OF THE POLICY.

---

IT#	Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCN	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City
5	1967	FRUEHAUF	TRAILER	-S UNEF290102	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT

Policy # PAP 185770 0495 Insureds Name: ENTERPRISES, INC.

Page: 2

----- COVERAGE and PREMIUM BREAKDOWN -----  
 (Per Endorsement No: 3 )

Company Unit Number Insureds Unit Number	UNITS									
	5 7 DELETED									
LIABILITY	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium
Liability	UNHOOKED	107-								
Personal Injury Protection	COVERAGE									
Additional Benefits										
Medical Expense										
Work Loss										
Accidental Death										
Funeral Expense										
Combined First Party										
Catastrophic Medical										
Medical Payments										
Punitive Damage										
UNinsured Motorist										
UNDERinsured Motorist										
Owned/Hired	OWNED									
Property Dmg Deductible										
PD Deductible Factor										
Rating Code/Line Code	65									
Rating Factor %										
Zone Group/Trailer Discnt	1 N									
L IABILITY TOTAL ----->		107-								

PHYSICAL DAMAGE	Rating		Rating		Rating		Rating		Rating	
Cost New	25,000									
Estimated Value	4,000									
Depreciated Value	6,371									
Dumping Code	N									
Dumping Deductible										
Seating Capacity										
Rating Code/Line Code	65									
Rating Factor %										
Stated Amount/Zones	Y 00-00									
Owned/Hired	OWNED									
	Amount		Amount		Amount		Amount		Amount	
Loss of Use										
Rental Reimbursement										
Tarps/Chains (cost new)										
CB/Telephone Value										
(Prem. included in comp)										
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Comprehensive	1,000	65-								
Specified Causes of Loss										
Collision	1,000	117-								
PHYSICAL DAMAGE TOTAL -->		182-								

Premium to Value %	5.18									
PREMIUM TOTAL per UNIT -->		289-								

State Surchg/Tax - Code										
Co. Surchg/Tax - Code										
City Surchg/Tax - Code										
TOTAL per UNIT -->										

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996

Endorsement Number...: 4  
Endorsement Effective: 07/10/1995

UNIT # 6 CHANGED \*\*\*\*\*

Unit #	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
96	IEHAUF	TRAILER	UNJ325401	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		
	PAL - Liability Coverage DELETED from UNIT #			6							ANNUAL \$	122	94-	
	Physical Damage Coverage CHANGED on UNIT #			6							ANNUAL \$	73	115-	

UNIT # 8 CHANGED \*\*\*\*\*

Unit #	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
974	TRLMOBILE	TRAILER	K41316	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		
	PAL - Liability Coverage DELETED from UNIT #			8							ANNUAL \$	122	94-	
	Physical Damage Coverage CHANGED on UNIT #			8							ANNUAL \$	93	128-	

UNIT # 9 CHANGED \*\*\*\*\*

Unit #	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
974	TRLMOBILE	TRAILER	K41317	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		
	PAL - Liability Coverage DELETED from UNIT #			9							ANNUAL \$	122	94-	
	Physical Damage Coverage CHANGED on UNIT #			9							ANNUAL \$	93	128-	

UNIT # 10 CHANGED \*\*\*\*\*

Unit #	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rated Premium
974	TRLMOBILE	TRAILER	K41318	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		
	PAL - Liability Coverage DELETED from UNIT #			10							ANNUAL \$	122	94-	
	Physical Damage Coverage CHANGED on UNIT #			10							ANNUAL \$	93	128-	

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 2

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996

Endorsement Number...: 4  
Endorsement Effective: 07/10/1995

## UNIT # 14 DELETED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rate Premium
1986	FREIGHTLIN TRACTOR		1FUPYDYB9GP287269	C	50000	IN	50521	380	PA	81	10	WILLIAMSPORT		
	1 - Liability Coverage DELETED from UNIT #			14										3026
	Physical Damage Coverage DELETED from UNIT #			14										905
	THE FOLLOWING LOSS PAYEE REMOVED FROM UNIT # 14													

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701-0000

## UNIT # 18 ADDED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rate Premium
1980	FRUEHAUF TRAILER		OMT004309	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		
	PAL - Liability Coverage ADDED to UNIT #			18										94
	Physical Damage Coverage ADDED to UNIT #			18										803

## UNIT # 19 ADDED \*\*\*\*\*

Year	Trade Name	Body Type	Serial Number	Bus Use	GVW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City	Pro-Rate Premium
1980	GREAT DANE TRAILER		B17876	C	50000	IN	67521	380	PA	81	10	WILLIAMSPORT		
	PAL - Liability Coverage ADDED to UNIT #			19										94
	Physical Damage Coverage ADDED to UNIT #			19										550

LINCOLN GENERAL INSURANCE COMPANY  
 3350 WHITEFORD ROAD  
 YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 3

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

Insured:	JHM ENTERPRISES, INC. 1200 VALLAMONT DRIVE, N.W.  WILLIAMSPORT PA 17701-0000
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Policy Prefix.....: PAP  
 Policy Number.....: 1857700495  
 Policy Period.....: 04/18/1995 to 04/18/1996  
 Endorsement Number...: 4  
 Endorsement Effective: 07/10/1995

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1063 03 93	SCHEDULE OF COVERED AUTOS
REPLACE	CA9944 12 93A	LOSS PAYABLE CLAUSE FOR: JERSEY SHORE STATE BANK

ENDORSEMENT TOTAL	3,265-
-------------------	--------

Agent:	5520/0000
SUSQUEHANNA INS. ASSOC., INC. 6 E. 18TH STREET  SELINGSGROVE PA 17870	

Authorized Representative  
 Endorsement Issued: 8/01/95

SYOUNG

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

8/01/95

JERSEY SHORE STATE BANK  
300 MARKET STREET

WILLIAMSPORT PA 17701

Re: Policy Number: PAP 1857700495

Insured.....: JHM ENTERPRISES, INC.

Gentlemen:

Please be advised that the unit described below has been DELETED  
from the subject policy effective 07/10/1995:

Unit#	Mdl	Yr	---Make---	---Type---	-----Serial Number-----
14	1986		FREIGHTLIN	TRACTOR	1FUPYDYB9GP287269

Therefore, your interest is NULL and VOID effective 07/10/1995.

Sincerely

LINCOLN GENERAL INSURANCE COMPANY

UNDERWRITING DEPARTMENT

cc: SUSQUEHANNA INS. ASSOC., INC.

Insureds Name: JHM ENTERPRISES, INC.

SCHEDULE OF COVERED AUTO CHARGE  
(Per Endorsement No: 4 )

Page: 1

LIABILITY COVERAGE AFFORDED TO A SCHEDULED POWER UNIT A L S O APPLIES TO A N Y ATTACHED  
TRAILER O R SEMI-TRAILER S U B J E C T TO ALL CONDITIONS AND OTHER TERMS OF THE POLICY.

VIT#	Year	Trade Name	Body Type	Serial Number	Bus Use	GVW GCW	Dis	Class	Pc	St	Cnty	City	Terr	Garaging City
6	1969	FRUEHAUF	TRAILER	-S UNJ325401	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT
8	1974	TRLMOBILE	TRAILER	-S K41316	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT
9	1974	TRLMOBILE	TRAILER	-S K41317	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT
10	1974	TRLMOBILE	TRAILER	-S K41318	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT
14	1986	FREIGHTLIN	TRACTOR	1FUPYDYB9GP287269	C	50000	IN	50521	380	PA	81		10	WILLIAMSPORT
18	1980	FRUEHAUF	TRAILER	-S OMT004309	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT
19	1980	GREAT DANE	TRAILER	-S B17876	C	50000	IN	67521	380	PA	81		10	WILLIAMSPORT



State Surchg/Tax - Code					
Co. Surchg/Tax - Code					
City Surchg/Tax - Code					
TOTAL per UNIT -->					

Policy # PAP 185770 0495 Insureds Name M ENTERPRISES, INC.

Page: 3

----- COVERAGE and PREMIUM BREAKDOWN  
(Per Endorsement No: 4 )

Company Unit Number Insureds Unit Number	UNITS									
	18		19		CHANGE		CHANGE		DELETED	
	ADD		ADD		Rating	Premium	Rating	Premium	Rating	Premium
LIABILITY	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium	Rating	Premium
Liability	UNHOOKED	94	UNHOOKED	94						
Personl Injury Protection	COVERAGE		COVERAGE							
Additional Benefits										
Medical Expense										
Work Loss										
Accidental Death										
Funeral Expense										
Combined First Party										
Catastrophic Medical										
Medical Payments										
Punitive Damage										
UNinsured Motorist										
UNDERinsured Motorist										
Owned/Hired	OWNED		OWNED							
Property Dmg Deductible										
PD Deductible Factor										
Rating Code/Line Code	65		65							
Rating Factor %										
Zon- Group/Trailer Discnt	1	N	1	N						
L LITY TOTAL ----->		94		94						

PHYSICAL DAMAGE	Rating		Rating		Rating		Rating		Rating	
Cost New	16,000		11,000							
Estimated Value	15,000		9,000							
Depreciated Value	4,079		2,805							
Dumping Code	N		N							
Dumping Deductible										
Seating Capacity										
Rating Code/Line Code	65		65							
Rating Factor %										
Stated Amount/Zones	Y 00-00		Y 00-00							
Owned/Hired	OWNED		OWNED							
	Amount		Amount		Amount		Amount		Amount	
Loss of Use	3,000		3,000							
Rental Reimbursement										
Tarps/Chains (cost new)										
CB/Telephone Value										
(--mem. included in comp)										
	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Comprehensive	1,000	264	1,000	163						
Specified Causes of Loss										
Collision	1,000	539	1,000	387						
PHYSICAL DAMAGE TOTAL ->		803		550						

Premium to Value %	6.93		7.91							
PREMIUM TOTAL per UNIT ->		897		644						

State Surchq/Tax - Code										
Co. Surchq/Tax - Code										
City Surchq/Tax - Code										
TOTAL per UNIT ->										

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

## Insured:

JHM ENTERPRISES, INC.  
1200 VALLAMONT DRIVE, N.W.

WILLIAMSPORT PA 17701-0000

Policy Prefix..... PAP  
Policy Number..... 1857700495  
Policy Period..... 04/18/1995 to 04/18/1996  
Endorsement Number... 5  
Endorsement Effective: 08/10/1995

\*\*\*\*\* DRIVER(S) DELETED \*\*\*\*\*

FORM L1025 IS REPLACED ON THE POLICY BECAUSE OF THE DELETION OF ACTIVE DRIVER:

DRIVER DELETED - SEQ # 0032

DRIVER NAME  
ROBERT BROWN

BIRTH DATE OPERATOR NUMBER  
12/20/32 RD309311

STATE SOC.SEC.NO. MVR  
OH N

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1025 02 92	DRIVER SCHEDULE
		ENDORSEMENT TOTAL 0

Agent: 5520/0000  
SUSQUEHANNA INS. ASSOC., INC.  
6 E. 18TH STREET  
SELINGROVE PA 17870

Authorized Representative  
Endorsement Issued: 8/22/95

SYOUNG

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

Insured:	JHM ENTERPRISES, INC. 1200 VALLAMONT DRIVE, N.W.  WILLIAMSPORT PA 17701-0000
----------	---

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
  
Endorsement Number...: 6  
Endorsement Effective: 09/19/1995

\*\*\*\*\* DRIVER(S) DELETED \*\*\*\*\*

FORM L1025 IS REPLACED ON THE POLICY BECAUSE OF THE DELETION OF ACTIVE DRIVER:

DRIVER DELETED - SEQ # 0009

DRIVER NAME  
RICHARD A FREDERICKS

BIRTH DATE OPERATOR NUMBER  
3/22/31 06835773

STATE SOC.SEC.NO. MVR  
PA R

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1025 02 92	DRIVER SCHEDULE

ENDORSEMENT TOTAL	0
-------------------	---

Agent:	5520/0000
SUSQUEHANNA INS. ASSOC., INC. 6 E. 18TH STREET  SELINGROVE PA 17870	

Authorized Representative  
  
Endorsement Issued: 9/27/95  
  
SYOUNG

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

Insured:	
JHM ENTERPRISES, INC.	
1200 VALLAMONT DRIVE, N.W.	
WILLIAMSPORT	PA 17701-0000

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
Endorsement Number...: 7  
Endorsement Effective: 09/19/1995

\*\*\*\*\* DRIVER(S) DELETED \*\*\*\*\*

FORM L1025 IS REPLACED ON THE POLICY BECAUSE OF THE DELETION OF ACTIVE DRIVER:

DRIVER DELETED - SEQ # 0034

DRIVER NAME  
RICHARD E FREDERICK

BIRTH DATE OPERATOR NUMBER  
12/16/53 16331001

STATE SOC.SEC.NO. MVR  
PA R

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1025 02 92	DRIVER SCHEDULE

ENDORSEMENT TOTAL 0

Agent: 5520/0000  
SUSQUEHANNA INS. ASSOC., INC.  
6 E. 18TH STREET  
SELINGROVE PA 17870

Authorized Representative

Endorsement Issued: 10/02/95

SYOUNG

LINCOLN GENERAL INSURANCE COMPANY  
3350 WHITEFORD ROAD  
YORK, PA 17402

## GENERAL CHANGE ENDORSEMENT

PAGE: 1

This endorsement is subject to the declarations, conditions, and other terms of the policy which are not inconsistent herewith, and when countersigned by an authorized representative of the company, forms a part of the policy described herein.

<p>Insured:</p> <p>JHM ENTERPRISES, INC. 1200 VALLAMONT DRIVE, N.W.  WILLIAMSPORT PA 17701-0000</p>
---

Policy Prefix.....: PAP  
Policy Number.....: 1857700495  
Policy Period.....: 04/18/1995 to 04/18/1996  
  
Endorsement Number...: 8  
Endorsement Effective: 09/19/1995

\*\*\*\*\* DRIVER(S) ADDED \*\*\*\*\*

FORM L1025 IS ADDED OR REPLACED IN THE POLICY TO INCLUDE THE FOLLOWING DRIVERS:

DRIVER ADDED - SEQ # 0043

DRIVER NAME  
RICHARD A FREDERICKS

BIRTH DATE OPERATOR NUMBER  
3/22/31 06835773

STATE SOC.SEC.NO. MVR  
PA N

## ENDORSEMENT SCHEDULE CHANGES

	NUMBER	FORM / ENDORSEMENT DESCRIPTION
ADDED	L 1025 02 92	DRIVER SCHEDULE

ENDORSEMENT TOTAL	0
-------------------	---

<p>Agent:</p> <p>SUSQUEHANNA INS. ASSOC., INC. 6 E. 18TH STREET  SELINGROVE PA 17870</p>	5520/0000
--	-----------

Authorized Representative

Endorsement Issued: 10/12/95

DMUMMERT

Attached to and forming part  
ISSUED TO: JHM ENTERPRISES, I.C.

Policy Number PAP 1857700495

EFI 04/18/1995 TO 04/18/1996

# ENDORSEMENT SCHEDULE

NUMBER	FORM / ENDORSEMENT DESCRIPTION
PAP 0002 08 93	DECLARATION PAGE
L 1063 03 93	SCHEDULE OF COVERED AUTOS
L 1025 02 92	DRIVER SCHEDULE
CA 99 28 06 92	STATED AMOUNT INSURANCE
CA00121293A	TRUCKERS COVERAGE FORM
L 1091 05 93	LOSS OF USE COVERAGE
OMB 3120 00 86	ENDMT FOR MOTOR CARRIER ... UNDER SECTION 10927, TITLE 49 ...
IRB 3538A 0492	FORM F - UNIFORM MOTOR CARRIER ... INSURANCE ENDORSEMENT
OMB 2125 00 74	ENDMT FOR MOTOR CARRIER ... UNDER SECTION 29 AND 30 ... ACT OF 1980
CA 22 37 12 92	PENNSYLVANIA BASIC FIRST PARTY BENEFIT
CA 22 38 07 90	PENNSYLVANIA ADDED AND COMBINED FIRST PARTY BENEFITS ENDORSEMENT
CA 21 92 07 90	PENNSYLVANIA UNINSURED MOTORIST COVERAGE - NOT STACKED
CA 21 93 07 90	PENNSYLVANIA UNDERINSURED MOTORIST COVERAGE - NOT STACKED
L 1003 06 92	PUNITIVE, EXEMPLARY AND EXTRA CONTRACTUAL DAMAGE EXCLUSION
CA 23 05 01 87	WRONG DELIVERY OF LIQUID PRODUCTS
IL 00 21 11 85	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
L 1087 06 92	CHANGES - OTHER INSURANCE HIRED AUTO PHYSICAL DAMAGE COVERAGE
IL 00 17 11 85	COMMON POLICY CONDITIONS
IL 02 46 06 89	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
CA 01 80 07 90	PENNSYLVANIA CHANGES
IL 09 10 01 81	PENNSYLVANIA NOTICE
IM 10 73 05 91	MOTOR TRUCK CARGO INSURANCE/TRANSIT AND LOCATION COVERAGE (BROAD FORM)
IM 100 84	AGREEMENT - INLAND MARINE GENERAL TERMS
CL 100 84	COMMON POLICY CONDITIONS
L 7020 02 92	NOTICE OF RIGHT TO INSPECTION
L 1064 07 91	ENDORSEMENT SCHEDULE





# TRUCKERS COVERAGE PART DECLARATIONS

☐ Check here if PART 2 is attached

Coverage is provided in Company checked  
 NORTHLAND INSURANCE COMPANY  
 NORTHLAND CASUALTY COMPANY  
 NORTHFIELD INSURANCE COMPANY

St. Paul, MN 55120  
 STOCK COMPANIES

## ITEM ONE - NAMED INSURED AND ADDRESS

Woolever Brothers Transportation, Inc.

P.O. Box 156  
 Montoursville, PA 17754

Garaging address if different  
 260 Jordon Ave., Montoursville, PA

Policy Period

From 9/01/95

To 9/01/96  
 12:01 A.M. Standard Time  
 at Named "Insured's"  
 Garaging address

Business of Named "Insured":

Truckmen

Commodities hauled:

Building Materials, Steel, Railroad Ties

Individual

Partnership

Corporation

Joint Venture

Other

POLICY NO.

T F209197

PREVIOUS POLICY NO.

New

AGENCY NO.

308499308000

BRANCH SOURCE

## ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as Covered "Autos." "Autos" are shown as Covered "Autos" for a particular coverage by the entry of one or more of the Symbols listed in Section 1A of the Truckers Coverage Form next to the name of the coverage.

LIABILITY	Covered "Autos"	COVERAGES	LIMITS OF LIABILITY	PREMIUM
		(1) BODILY INJURY-BI	\$ each person \$ each "accident"	\$
	43	(2) PROPERTY DAMAGE-PD	\$ each "accident"	\$
		COMBINED (1) AND (2)-CSL	\$ 2,000,000 each "accident"	\$
	43	PERSONAL INJURY PROTECTION-PIP (or equivalent No-Fault coverage)	Separately Stated in each PIP endorsement	\$
		ADDED PIP (or equivalent No-Fault coverage)	Separately Stated in each added PIP endorsement	\$
		PROPERTY PROTECTION-PPI (Michigan Only)	Separately Stated in PPI endorsement	\$
		"AUTO" MEDICAL PAYMENTS	\$	\$
		UNINSURED MOTORISTS-UM	BI \$ 35,000 each person \$ 35,000 each "accident"	\$
	43		PD \$ each "accident"	\$
			CSL \$ each "accident"	\$
		UNDERINSURED MOTORISTS-UI	BI \$ 35,000 each person \$ 35,000 each "accident"	\$
	43		PD \$ each "accident"	\$
			CSL \$ each "accident"	\$
		CARGO	\$ each covered "auto", less the deductible	\$
		COMPREHENSIVE		\$
		SPECIFIED PERILS	Stated Amount, Actual Cash Value or Cost of Repairs, whichever is less minus the deductible.	\$
		COLLISION		\$

## ADDITIONAL PREMIUM PER ENDORSEMENTS:

FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:  
 01, T001, T217, T237, CA0012, CA2237, CA0180, CA2192, CA2193

N2292 N2360, N2037 N2054

ESTIMATED TOTAL PREMIUM  
 (Refer to Section 5B of the Truckers Coverage Form for explanation)

\$ SEE ITEM TEN

## ITEM THREE - HIRED AUTO LIABILITY INSURANCE

ESTIMATED COST OF HIRE \$

Rate per \$	BI	Advance Premium (incl. in ITEM TWO LIABILITY)	BI
\$100 Cost of Hire	PD		PD
	CSL		CSL

Cost of hire means the total cost you incur for the hire of "autos" you don't own. (See covered "auto" symbol 47.)

## ITEM FOUR - SCHEDULE OF COVERED AUTOS YOU OWN

Year, Model, Trade Name, Body Type							Identification Number		Loss Payee					
1	See Attached Schedule - Form #T-001									TOTAL				
2														
LIABILITY PREMIUMS							STATED AMOUNT	PHYSICAL DAMAGE PREMIUMS				CARGO		
BI/CSL	PD	PIP	PPI	UM	OTHER	Comp S.P.		DED.	COLL.	DED.	RATE	PREM.		
1	See	#T-001												
2														

## ITEM FIVE - NAMED LESSEE(S) AND ADDRESS

Countersigned my my 9/13/9 19 5 By

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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MEMORANDUM OF INSURANCE



TYPIST: SET TYPEWRITER TABS AS SHOWN



**SUPPLEMENTARY TRUCKERS COVERAGE  
PART DECLARATIONS  
PART 2**

POLICY NO  
T

**ITEM SIX - ADDITIONAL SYMBOLS (Refer to Truckers Coverage Form - Section 1A for symbols 41 - 50.)**

Liab 64762 19830  
PIP 955 .0145  
OM 126 .0019  
UIM 42 .0000  
65885

**ITEM SEVEN - SCHEDULE FOR NON-OWNERSHIP LIABILITY**

Estimated Number of Employees	ADVANCE PREMIUM (This item is included in ITEM TWO LIABILITY)	Rating BODILY INJURY PROPERTY DAMAGE COMBINED
-------------------------------	---	--

**ITEM EIGHT - SCHEDULE OF HIRED COVERED AUTO COVERAGE**

**PHYSICAL DAMAGE INSURANCE**

COVERAGES	LIMIT OF LIABILITY	RATE
COMPREHENSIVE	\$ _____, Actual Cash Value or Cost of Repairs, whichever is less minus the deductible	\$ _____
SPECIFIED PERILS		\$ _____
COLLISION		\$ _____

PHYSICAL DAMAGE INSURANCE for covered "autos" you hire or borrow is excess unless indicated below by an "X".  
☐ If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

TOTAL: \$ \_\_\_\_\_

**ITEM NINE - TRAILER INTERCHANGE INSURANCE**

COVERAGES	LIMIT OF LIABILITY	RATE	MINIMUM PREMIUM
COMPREHENSIVE	\$ _____, Actual Cash Value or Cost of Repairs, whichever is less minus the deductible	\$ _____	\$ _____
SPECIFIED PERILS		\$ _____	\$ _____
COLLISION		\$ _____	\$ _____

TOTAL: \$ \_\_\_\_\_

Liab 64762  
PIP 955  
009 126  
109 42

**ITEM TEN - MONTHLY REPORTING POLICIES**

COVERAGES	Rating Basis <input type="checkbox"/> Gross Receipts <input checked="" type="checkbox"/> Mileage <input type="checkbox"/> Value of equipment <input type="checkbox"/> Rate per owner-operator	ESTIMATED ANNUAL PREMIUMS			DEPOSIT PREMIUM 9344.00 \$ 8000.00 letter or credit 17344. MINIMUM PREMIUM
		Estimated Annual	Minimum Annual	Minimum Monthly	
Liability, Basic PIP, Basic	3.66 per 100 miles per month	\$ 65885	59297	4914	
UIM		\$ _____			
Cargo	.194 per 100 miles per month	\$ 3492	3143	262	
		\$ _____			

☒ Monthly  
☒ Annually

Estimated annual gross receipts \$ \_\_\_\_\_  
 mileage 1,800,000  
 value of equipment \$ \_\_\_\_\_  
 number of owner-operators \_\_\_\_\_

\$ 69,377. TOTAL ESTIMATED ANNUAL PREMIUM

For physical damage coverage the deductibles are:

\$ \_\_\_\_\_ Comprehensive  
 \$ \_\_\_\_\_ Specified Perils  
 \$ \_\_\_\_\_ Collision

See separate endorsements for reporting conditions and definitions.



Policy No.:

Issued to:

**SCHEDULE OF AUTOMOBILES**  
(forming part of DECLARATIONS)

**ITEM FOUR SUPPLEMENT**

NO.	YEAR MODEL, TRADE NAME, BODY TYPE	ID NUMBER	LOSS PAYEE - LP	ADDITIONAL INSURED - AI
1	1983 Mack Tractor	084695		
2	1978 International Tractor	SH9464PA		
3	1985 Freightliner Tractor	P270395		
4	1989 Freightliner Tractor	370461		
5	1990 Freightliner Tractor	389238		
6	1991 White Tractor	637664		
7	1984 Peterbilt Tractor	171623		
8	1982 Freightliner Tractor	206459		
9	1987 Freightliner Tractor	303672		
10	1973 White Tractor	073921		
11	1978 Mack Tractor	T18760		
12	1986 Freightliner Tractor	291318		
13	1988 White Tractor	601032		
14	1985 Freightliner Tractor	256601		
15	1988 International Tractor	014548		
16	1977 Mack Tractor	T13891		
17	1985 International Tractor	CA12452		
18	1972 Mack Tractor	T29173		

NO.	LIABILITY PREMIUMS							STATED AMOUNT	PHYSICAL DAMAGE PREMIUMS				CARGO		
	CSL	BI	PD	PIP	MED PAY	UM	OTHER		<input type="checkbox"/> COMP <input type="checkbox"/> S.P.	DED.	COLL	DED.	DED.	RATE	PREM.
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															

COMMERCIAL AUTO  
CA 00 12 12 93

## TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

### SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION
--------	-------------

41 = ANY "AUTOS".

42 = OWNED "AUTOS" ONLY. Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.

43 = OWNED COMMERCIAL "AUTOS" ONLY. Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.

44 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.

45 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

46 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

47 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your employees, partners or agents or members of their households.

48 = "TRAILERS" IN YOUR POSSESSION UNDER A WRITTEN TRAILER OR EQUIPMENT INTERCHANGE AGREEMENT. Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

49 = YOUR "TRAILERS" IN THE POSSESSION OF ANYONE ELSE UNDER A WRITTEN TRAILER INTERCHANGE AGREEMENT. Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in ITEM TWO of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.

50 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

**B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**

1. If symbols 41, 42, 43, 44 or 45 are entered next to a coverage in **ITEM TWO** of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 46 is entered next to a coverage in **ITEM TWO** of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE****A. COVERAGE**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. WHO IS AN INSURED**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
  - (2) Your employee or agent if the covered "auto" is a "private passenger type auto" and is owned by that employee or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto".
  - (5) A partner of yours for a covered "private passenger type auto" owned by him or her or a member of his or her household.

c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit; or, if not connected:

(1) Is being used exclusively in your business as a "trucker"; and

(2) Is being used pursuant to operating rights granted to you by a public authority.

d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":

(1) Is being used exclusively in your business as a "trucker"; and

(2) Is being used pursuant to operating rights granted to you by a public authority.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

a. Any "trucker" or his or her agents or employees, other than you and your employees:

(1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.

(2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and employees while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.

b. Any rail, water or air carrier or its employees or agents, other than you and your employees, for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:

(1) Is being transported by the carrier; or

(2) Is being loaded on or unloaded from any unit of transportation by the carrier.

## 2. COVERAGE EXTENSIONS

a. **Supplementary Payments.** In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

(2) Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

b. **Out-of-State Coverage Extensions.**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.



**3. EXCLUSIONS**

This insurance does not apply to any of the following:

**1. EXPECTED OR INTENDED INJURY**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. CONTRACTUAL**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

**3. WORKERS' COMPENSATION**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY**

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

**5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

**6. CARE, CUSTODY OR CONTROL**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. HANDLING OF PROPERTY**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

**8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. OPERATIONS**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

**10. COMPLETED OPERATIONS**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

# 11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

# 12. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

# 13. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

# C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### SECTION III - TRAILER INTERCHANGE COVERAGE

#### COVERAGE

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage. From any cause except:

(1) The "trailer's" collision with another object; or

(2) The "trailer's" overturn.

b. Specified Causes of Loss - Coverage. Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage. Caused by:

(1) The "trailer's" collision with another object; or

(2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

#### 3. COVERAGE EXTENSIONS

Supplementary Payments. In addition to the Limit of Insurance, we will pay for you:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$100 a day because of time off from work.

d. All costs taxed against the "insured" in any "suit" we defend.

e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

#### B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

3. Other Exclusions.

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

#### C. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the "loss".

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

3. The Limit of Insurance shown in the Declarations.



## SECTION IV - PHYSICAL DAMAGE COVERAGE

## A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. Comprehensive Coverage. From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

- b. Specified Causes of Loss Coverage. Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. Collision Coverage. Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

## 2. Towing - Private Passenger Autos.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

## 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension. We will also pay up to \$15 per day to a maximum of \$450 for transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

## a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

## b. War or Military Action.

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.

c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

d. Equipment designed or used for the detection or location of radar.

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

f. Any accessories used with the electronic equipment described in paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

1. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system; in or upon the covered "auto"; or

2. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### 3. Other Exclusions

We will not pay for "loss" caused by or resulting from any of the following, unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

### D. DEDUCTIBLE

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION V- TRUCKERS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. LOSS CONDITIONS

#### 1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

### 3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

### 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. GENERAL CONDITIONS

#### 1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

#### 2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
- (2) Excess if the power unit is not a covered "auto".

b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

c. Except as provided in paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

e. Regardless of the provisions of paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. PREMIUM AUDIT

a. The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### 8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.



## SECTION VI - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand or order; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured";

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Insured" means any person or organization qualifying as an insured in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured Contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations; within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority;

i. "Loss" means direct and accidental loss or damage;

l. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

J. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

K. "Property damage" means damage to or loss of use of tangible property.

.. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

M. "Trailer" includes semitrailer or a dollie used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

N. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

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WOOLEVER BROTHERS TRANSPORTATION

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Exh C

LEASE NUMBER 9801

## AGREEMENT OF LEASE OF MOTOR VEHICLE EQUIPMENT

This Agreement of Lease is made this 1ST day of MARCH 1990 by and between JHM ENTERPRISES 1200 VALLAMONT DR. WILLIAMSPORT, PA. 17701

(Name) Owner and/or Lessor, and WOOLEVER BROS TRANS. INC. (Address) Lessor.  
Motor Vehicle Equipment 260 JORDAN AVE. MONTICELLO, PA.  
Lessor hereby leases to Lessee the following motor vehicle equipment which shall be operated by the owner thereof or by an employee or by employees of said owner:

Make LIGHTLINER Year 79 Type CABOVER Serial No. CA213HM160222 License No. & State AA95000 PA.  
AA95089

a. The term of this lease shall begin at 10 A.M. o'clock on 3 / 1 / 90 and terminate at the end of thirty (30) days, or at 10 A.M. o'clock on 4 / 1 / 90 at which time the term of this lease is automatically extended for additional like thirty (30) day periods, unless terminated by either party giving to the other party five (5) days written notice of cancellation.

b. The term of this lease shall begin at 7 M. o'clock on 3 / 1 / 90 for the purpose of transportation intrastate in the direction of a point which Lessor is authorized to serve.

c. The term of this lease shall begin at 7 M. o'clock on 3 / 1 / 90 for the purpose of transportation interstate, in equipment regularly used in transporting commodities exempt under section 203 (b) (6) of the Interstate Commerce Act or manufactured perishable products therefrom or in equipment which has completed movement of commodities exempt under section 203 (b) (6) of said Act, in the general direction of the general area in which such is based, provided that, prior to the execution of this lease, Lessee receives from Lessor, or Lessor's authorized representative, and retains, a signed statement certifying that the equipment so leased meets the above requirements and which specifies the commodity, origin and destination, time and date of pickup, and time and date of delivery, of such last prior shipment.

d. The term of this lease shall begin at 7 M. o'clock on 3 / 1 / 90 for the purpose of transportation intrastate and/or interstate in dump equipment for use in transporting salt and calcium chloride in bulk for ice and snow control purposes, during the period October 1 to April 30, inclusive, of each year.

Basic Rental  
For use of said motor vehicle equipment during the term of this lease, Lessee shall pay to Lessor the following: (CHECK ONE)

80 % of Gross transportation charges for use of said equipment and services of driver or drivers.

As per attached schedule for transporting salt and calcium chloride in bulk.

Lessor and Lessee agree that this Agreement of lease is executed in triplicate; the original is retained by Lessee; one copy is retained by Lessor; and one copy shall be carried upon the leased equipment specified herein during the entire period of the agreement of lease.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first written.

JHM ENTERPRISES Lessor

By: [Signature] Pres

WOOLEVER BROS TRANS. INC. Lessee

By: [Signature]

## REPORT OF VEHICLE INSPECTION

I hereby certify that on (DATE) 3/1/90 I carefully inspected the equipment described herein and that the true and correct report of the result of such inspection, and that Lessee's identification placard was displayed on each side of the power unit.

Signature of person making inspection [Signature]

Indicate in the proper column the result of the inspection of each item listed.)

Item	Not Defective		Defective		Description of Defect	
	Tractor	Trailer	Tractor	Trailer	Tractor	Trailer
dy						
cks						
illing System						
ive Line						
erGENCY Equipment						
line						
hewet						
al System						
ss						
rm						
lts (state which)						
lectors						
edometer						
lnds						
oring						
ss						
sole						
ndshield Wiper						
er Items						
using attention						

PLAINTIFF'S EXHIBIT  
Sinclair  
1-4-97 JP

I hereby certify that on the date stated above, the person who made inspection was competent and qualified to make such inspection and was duly authorized to make such inspection as a representative

WOOLEVER BROS. TRANS. INC.

Name of authorized carrier

## EXEMPT CARRIER REPORT

I certify that the equipment leased hereunder meets the qualifications enumerated in section 204(F) (1) or (2) of the Interstate Commerce Act. The last shipment transported by the above described vehicle immediately prior to execution of this lease is as follows:

Exempt Commodity



or authorized carrier  
or authorized carrier of effect of authorizing carrier

Time and Date of Delivery

DATE: 3/1/90

Signed

Owner or Agent

RETENTION HEREOF IS REQUIRED FOR 1 YEAR FROM LAST DATE SHOWN

LESSEE acknowledges receipt of the above described equipment on

LESSOR acknowledges return of the above described equipment on

MARCH 1, 1990

MONTOURSVILLE, PA.

Signed by

Signed by

LESSOR

Post-it® Fax Note	7671	Date	11/17/95	# of pages	2
To	Mail	From	Harold Sinclair		
Co./Dept.	Northland Ins	Co.	Wokever Bldg		
Phone #	800-328-5972	Phone #	717-368-8011		
Fax #	612-688-4170	Fax #	717-368-8047		

#### Possession, Control and Responsibility

During the term of this lease, the motor vehicle equipment described herein shall be in the exclusive possession, control and use of Lessee and Lessee hereby assumes complete responsibility for operation thereof. Driver is authorized by Lessor to log meal and rest stops off duty during which time he is relieved of all work and responsibility for performing work. Stops limited to one hour for each 8 hours tour of duty.

#### Subleasing

During the term of this lease, Lessee is considered the owner thereof for the purpose of subleasing the same to other authorized carriers, who or which will assume the obligations otherwise owed by Lessee to Lessor.

#### Insurance Coverage By Lessee

During the term of this lease, Lessee shall furnish and pay the costs of all public liability, property damage and cargo insurance upon the motor vehicle equipment leased hereunder only when such is operated in the service of Lessee.

#### Chargeable Accident

Notwithstanding any other provision hereof, Lessee reserves the right of immediate cancellation of this lease as to any equipment hereunder when the driver thereof is involved in an accident chargeable to him as determined by Lessee's insurance carrier.

#### Lessor's Responsibilities

Lessor is solely responsible for:

- Payment of wages of the driver or drivers including applicable deductions for social security tax; withholding tax; unemployment compensation tax; wage taxes; health, welfare and pension contributions; and any other payments as required by law.
- Maintenance and repair of said motor vehicle equipment and emergency replacements thereof, and the sum of any advances by Lessee for such expenses shall be reimbursed to Lessee, who may deduct such amounts from the rental sum herein, provided.
- Providing all necessary fuel, lubricants, and tires and tubes.
- Covering all said motor vehicle equipment with bodily and headend insurance, and all public liability and property damage insurance when said motor vehicle equipment is not being operated in the service of Lessee.
- Comprehensive insurance for collision, fire, theft or other occurrences for which Lessee shall not be responsible.
- Licenses of any nature.
- Tax payments on the motor vehicle equipment or use thereof, including the preparation and filing of all reports connected therewith, as Lessee agrees that Lessee may deduct 2% of Gross transportation charges for any fuel, road, or mileage tax that Lessee may be required to pay for Lessor equipment while equipment is under lease to Lessee.
- Fines and penalties arising out of the use of said equipment.
- Lessor shall indemnify and save Lessor harmless of and from all losses, claims or damages arising while Lessee, owner or any driver or operator is operating said motor vehicle equipment when not exclusively carrying freight of Lessee or while Lessee is using the equipment for purposes of Lessor or other than purposes of Lessee.
- Lessor shall indemnify and save Lessee harmless of and from any loss, claim or damage arising or resulting from any careless or negligent act of omission or commission by Lessor or employees of Lessor.
- Lessor is responsible for any quantity weight or count of shipment signed for by the driver or drivers hereunder.

#### Lessee is Independent Contractor

The parties hereto expressly understand and agree that Lessor's relationship to Lessee shall be at all times that of an independent contractor and not a relationship of employer-employee.

Lessor certifies that the driver of said equipment leased hereby is, or the drivers of said leased equipment are, qualified for driving said equipment under all applicable laws and regulations, and that Lessee has been notified in writing by Lessor of the hours on duty of said driver or drivers.

days previous to the employment of driving under this lease.

**Mechanical Failure**

In the event of a mechanical failure of the equipment herein leased, if the Lessee is deemed sufficient by Lessee, it shall have authority to transfer cargo and effect delivery, if cargo is selected by Lessee. In such event, all expenses incurred with respect to such transfer and delivery of cargo shall be reimbursed by Lessor to Lessee, who may deduct the amount thereof from the rental sum herein provided.

Lessor agrees to be held responsible for any damages up to \$250.00 in Lessee's trailer and to assume any loss or damage to cargo or equipment, but not exceeding the deductible limitations on company insurance policies, but in no event to exceed \$250.00 for loss or damage to cargo or equipment.

DEC-04 17:25 WOOLEVER BROTH TRANSPORTATION

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LEASE NUMBER W-12

## AGREEMENT OF LEASE OF MOTOR VEHICLE EQUIPMENT

This Agreement of Lease is made this 16<sup>th</sup> day of November 1995by and between JHM Enterprises 1200 Vallamont Dr  
(Name) (Address)  
Williamsport Pa 17701 Owner and/or Lessor, and Woolever Bros Trans Inc Lessee  
(Address)  
260 Jordan Ave Montoursville Pa 17754Motor Vehicle Equipment 260 Jordan Ave Montoursville Pa 17754  
Lessor hereby leases to Lessee the following motor vehicle equipment which shall be operated by the owner thereof or by an employee or by employees of said owner:

Make	Year	Type	Serial No.	License No. & State
Freight Line	1979	C-O	CA213 AM 160222	AA95089 Pa
Budd	1977	Van	141235E	XC 27304 Pa

Term  
a. The term of this lease shall begin at 4:00 P M. o'clock on 11/16/95 and terminate at the end of thirty (30) days, or at 11:17:45 M. o'clock 11/17/95, at which time the term of this lease is automatically extended for additional like thirty (30) day periods, unless terminated by either party giving to the other party five (5) days written notice of cancellation;

b. The term of this lease shall begin at \_\_\_\_\_ M. o'clock on \_\_\_\_\_ for the purpose of transportation intrastate in the direction of a point which Lessor is authorized to serve;

c. The term of this lease shall begin at \_\_\_\_\_ M. o'clock on \_\_\_\_\_ for the purpose of transportation intrastate, in equipment regularly used in transporting commodities exempt under section 203 (b) (6) of the Interstate Commerce Act or manufactured perishable products therefrom or in equipment which has completed movement of commodities exempt under section 203 (b) (6) of said Act, in the general direction of the general area in which such is based, provided that, prior to the execution of this lease, Lessee receives from Lessor, or Lessor's authorized representative, and retains, a signed statement certifying that the equipment so leased meets the above requirements and which specifies the exempt commodity, origin and destination, time and date of pickup, and time and date of delivery, of such last prior shipment.

d. The term of this lease shall begin at \_\_\_\_\_ M. o'clock on \_\_\_\_\_ for the purpose of transportation intrastate and/or interstate in dump equipment for use in transporting salt and calcium chloride in bulk for ice and snow control purposes, during the period of October 1 to April 30, inclusive, of each year.

## Lease Rental

For use of said motor vehicle equipment during the term of this lease, Lessee shall pay to Lessor the following: (CHECK ONE)

A. 90 % of Gross transportation charges for use of said equipment and services of driver or drivers.

B. As per attached schedule for transporting salt and calcium chloride in bulk.

Lessor and Lessee agree that this agreement of lease is executed in triplicate; the original is retained by Lessee; one copy is retained by Lessor; and one copy shall be carried upon the leased equipment specified herein during the entire period of the agreement of lease.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first written.

JHM Enterprises Lessor

By: Woolever Bros Trans Inc LesseeBy: Woolever Bros Trans Inc

## REPORT OF VEHICLE INSPECTION

I hereby certify that on (DATE) 11/16/95 I carefully inspected the equipment described herein and that this is a true and correct report of the result of such inspection, and that Lessee's identification placard was affixed to each side of the power unit.

Signature of person making inspection

(Indicate in the proper column the result of the inspection of each item listed.)

Item	Not Defective		Defective		Description of Defect
	Tractor	Trailer	Tractor	Trailer	
Body					
Brakes					
Cooling System					
Drive Line					
Emergency Equipment					
Engine					
Exhaust					
Fuel System					
Glass					
Horn					
Leaks					
Lights (state which)					
Reflectors					
Speedometer					
Springs					
Steering					
Tires					
Wheels					
Windshield Wiper					
Other items requiring attention					

I hereby certify that on the date stated above, the person who made the inspection was competent and qualified to make such inspection and was duly authorized to make such inspection as a representative of

Woolever Bros Trans Inc

## EXEMPT CARRIER REPORT

I certify that the equipment leased hereunder meets the qualifications enumerated in section 204(F) (1) or (2) of the Interstate Commerce Act. The last shipment transported by the above described vehicle immediately prior to execution of this lease is as follows:

Hazel L. Lincoln  
 Signature of author:  
 or co-partner of owner of at \_\_\_\_\_ carrier

Time and Date of Pickup \_\_\_\_\_

Time and Date of Delivery \_\_\_\_\_

DATE: 11/16/95

Signed \_\_\_\_\_  
 Owner or Agent

RETENTION HEREOF IS REQUIRED FOR 1 YEAR FROM LAST DATE SHOWN

LESSEE acknowledges receipt of the above described equipment on

LESSOR acknowledges return of the above described equipment on

11/16/95

11/17/95

at \_\_\_\_\_

at Ephrata, Pa.

Signed by Hazel L. Lincoln  
 LESSEE

Signed by \_\_\_\_\_  
 LESSOR

Post-it® Fax Note

7671

Date <u>12/4</u>	# of pages <u>2</u>
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**Possession, Control and Responsibility**

During the term of this lease, the motor vehicle equipment described herein shall be in the exclusive possession, control and use of Lessee and Lessee hereby assumes complete responsibility for operation thereof. Driver is authorized by Lessor to log meal and rest stops off duty during which time he is relieved of all work and responsibility for performing work. Stops limited to one hour for each 8 hours tour of duty.

**Subleasing**

During the term of this lease, Lessee is considered the owner thereof for the purpose of subleasing the same to other authorized carriers, who or which will assume the obligations otherwise owed by Lessee to Lessor.

**Insurance Coverage By Lessee**

During the term of this lease, Lessee shall furnish and pay the costs of all public liability, property damage and cargo insurance upon the motor vehicle equipment leased hereunder only when such is operated in the service of Lessee.

**Chargeable Accident**

Notwithstanding any other provision hereof, Lessee reserves the right of immediate cancellation of this lease as to any equipment hereunder when the driver thereof is involved in an accident chargeable to him as determined by Lessee's insurance carrier.

**Lessor's Responsibilities**

Lessor is solely responsible for:

- a. Payment of wages of the driver or drivers including applicable deductions for social security tax; withholding tax; unemployment compensation tax; wage taxes; health, welfare and pension contributions; and any other payments so required by law.
- b. Maintenance and repair of said motor vehicle equipment and emergency replacements thereof, and the sum of any advances by Lessor for such expenses shall be reimbursed to Lessee, who may deduct such amounts from the rental sum herein, provided.
- c. Providing all necessary fuel, lubricants, and tires and tubes.
- d. Covering all said motor vehicle equipment with bustle and deathhead insurance, and all public liability and property damage insurance when said motor vehicle equipment is not being operated in the services of Lessee.
- e. Comprehensive insurance for collision, fire, theft or other occurrences for which Lessee shall not be responsible.
- f. Licenses of any nature.
- g. Tax payments on the motor vehicle equipment or use thereof, including the preparation and filing of all reports connected therewith, or Lessor agrees that Lessee may deduct 2% of Gross transportation charges for any fuel, road, or mileage tax that Lessee may be required to pay for Lessor equipment while equipment is under lease to Lessee.
- h. Fines and penalties arising out of the use of said equipment.
- i. Lessor shall indemnify and save Lessee harmless of and from all losses, claims or damages arising while Lessor, owner or any driver or operator is operating said motor vehicle equipment when not exclusively carrying freight of Lessee or while Lessor is using the equipment for purposes of Lessor or other than purposes of Lessee.
- j. Lessor shall indemnify and save Lessee harmless of and from any loss, claim or damage arising or resulting from any careless or negligent act of omission or commission by Lessor or employees of Lessor.
- k. Lessor is responsible for any quantity weight or count of shipment signed for by the driver or drivers hereunder.

**Lessee Is Independent Contractor**

The parties hereto expressly understand and agree that Lessor's relationship to Lessee shall be at all times that of an independent contractor and not a relationship of employer-employee.

Lessor certifies that the driver of said equipment leased hereby is, or the drivers of said leased equipment are, qualified for driving said equipment under all applicable laws and regulations, and that Lessee has been notified in writing by Lessor of the hours on duty of said driver or drivers for the seven (7) consecutive days previous to first employment of driving under this lease.

**Mechanical Failure**

In the event of mechanical failure of the equipment herein leased, or other causes deemed sufficient by Lessee, Lessee shall have authority to transfer cargo and effect delivery by vehicles selected by Lessee. In such events all expenses incurred with respect to such transfer and delivery of cargo shall be reimbursed by Lessor to Lessee, who may deduct the amount thereof from the rental sum herein provided.

Lessor agrees to be held responsible for any damages up to \$250.00 to Lessee's trailer and to assume any loss or damage to cargo or equipment, but not exceeding the deductible limitations on company insurance policies, but in no event to exceed \$250.00 for loss or damage to cargo or equipment.

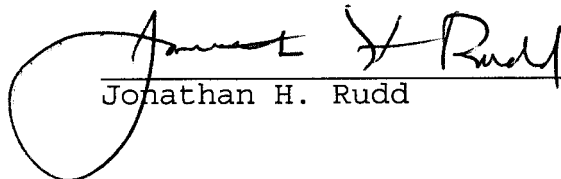
**CERTIFICATE OF SERVICE**

I, Jonathan H. Rudd, Esquire, hereby certify that on this  
2<sup>nd</sup> day of August, 2001, a true and correct copy of the foregoing  
document was served by first-class, United States mail, postage  
prepaid, upon the following:

David Ira Rosenbaum, Esq.  
Ruthrauff & Armbrust, P.C.  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103

J.H.M. Enterprises, Inc.  
1200 Walmont Drive, N.W.  
Williamsport, PA 17701

Vernice Lee Statts  
489 East Academy Street  
Hughesville, PA 17737-1805

  
Jonathan H. Rudd